

Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **June** ____, **2014**, by and between **THE STATE OF INDIANA** acting through the Indiana Department of Administration, ("Seller") and _____, ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):

- 1.1 Property. The property commonly known as **~5091 E. STATE ROAD 26, Lafayette, Tippecanoe County, Indiana**, described on the attached **Exhibit A** ("Land") together with all buildings, improvements and fixtures constructed or located on the Land ("Buildings") and all easements of record and rights benefiting or appurtenant to the Land (collectively the "Property"), subject to all existing legal rights-of-way, easements, conditions and restrictions of record.
- 1.2 Access. The subject parcel currently has limited public access or right of entry. The buyer will be responsible for gaining legal access to the property. Ingress/Egress permits may be submitted to the Department of Transportation and approved or denied at the agencies sole discretion. No assurance of such a permit is expressed or implied.
- 1.3 Personal Property. No personal property is being sold or conveyed as a part of this Purchase Agreement.

2. Purchase Price, Buyer's Premium, and Manner of Payment. The total purchase price ("Purchase Price") to be paid for the Property shall be ____ Dollars (\$____). The Purchase Price shall be payable as follows:

- 2.1 In conjunction with execution of this Agreement (the "Execution Date"), Buyer shall submit _____ Dollars (\$____) to Seller as earnest money ("Earnest Money"). In the event this Agreement is not accepted by Seller, the Earnest Money shall be promptly returned to Buyer. Upon acceptance of this Offer by Seller, such Earnest Money shall secure the Buyer's performance of this Agreement and in the event of a default by Buyer in the performance of its obligations herein specified, Seller shall have the right to terminate this Agreement and the Earnest Money shall be paid to Seller as liquidated damages as Seller's sole remedy at law or in equity; and
- 2.2 The balance of the Purchase Price, subject to adjustments as set forth herein, shall be payable in certified funds or by electronic transfer of funds on the "Closing Date" (as hereinafter defined).
- 2.3 In addition to the Purchase Price, Buyer shall, at Closing as hereinafter defined, pay Seller's representative a 10% Buyer's premium pursuant to the terms of a separate addendum to this Agreement.

3. Contingencies and Inspection Period. The obligation of the Seller is contingent upon approval of the transaction contemplated by this Agreement as required by **IC 4-13-2-14.1, IC 4-13-2-14.2 and IC 4-20.5-7**.

4. Closing. In the event that Seller has accepted this Agreement and the parties proceed to closing, the closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur within thirty (30) days following State approval as set forth above (the "Closing Date"), **such final closing is subject to and conditional upon approval by the Office of the Governor and the Indiana Attorney General**, unless extended by mutual agreement of the parties. The Closing shall take place at a time, place, and on a date agreeable by Seller and Buyer. The Buyer will be responsible for title fees, escrow fees, and costs charged by the company with whom the earnest money is deposited as outlined in Section 5.1.

4.1 Seller's Closing Documents. On the Closing Date, Seller shall have executed and delivered or caused to be delivered to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:

4.1.1 Deed. A Quitclaim Deed conveying the Property to Buyer, **an exemplar of such Quitclaim Deed is attached hereto as Exhibit B**.

4.1.2 Documents. Copies of all contracts, permits and warranties affecting the Property that will survive the Closing, if any.

4.1.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.1.4 Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer title to the Property to Buyer free and clear except Permitted Exceptions to Title.

4.2 Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):

4.2.1 Purchase Price. Funds representing the Purchase Price, by electronic transfer of immediately available funds.

4.2.2 Assumption of Contracts, Permits, Warranties and Miscellaneous Documents. An Assumption of Contracts, Permits and Warranties, if any, assuming Seller's obligations under such documents.

4.2.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.2.4 Other Documents. All other documents reasonably determined by Seller or Title Company to be necessary to complete the transaction contemplated by this Agreement.

5. Allocation of Costs. Seller and Buyer agree to the following allocation of costs regarding this Agreement:

5.1 Title Insurance and Closing Fee. Buyer shall be solely responsible for the payment of all premiums and fees associated with title insurance, including any and all closing fees or recording charges. Buyer shall be responsible for payment, at or before Closing, of search fees charged by the title company from whom Seller obtained a preliminary title review and commitment. Unless waived by the title company, said closing fees shall be payable by Buyer whether or not Buyer obtains a policy of title insurance.

5.2 Taxes and Assessments. The Property being conveyed is owned by the State of Indiana and is exempt from all real property taxes. The Seller shall assume no responsibility or liability for any real property taxes or other assessments from which it is statutorily exempt. Buyer shall be solely responsible for, and indemnify Seller against, any and all real property taxes assessed with respect to the Real Property on or after Closing.

5.3 Utilities. Seller shall either ensure that utility service to the Property is disconnected as of the Closing Date or shall cooperate with Buyer in having such utility services transferred to Seller's account. All contracts relating to operating the Property shall be canceled as of the Closing Date.

5.4 Attorney's Fees. Each of the parties will pay its own attorney's fees.

6. Evidence of Title. In the event that Buyer does not order and receive a commitment for title insurance, Seller shall, at its expense, within ten (10) days after written request from Buyer, furnish to Buyer a copy of the documents by which the State obtained or otherwise holds title or a letter from the State Land Office describing the documents by which the State obtained and otherwise holds title. Seller will cooperate with the Buyer or its title company in clarifying or resolving any perceived deficiencies or clouds in the title, but shall not be required to incur any expense beyond commitment of the time of the State Land Office. If such issues cannot be resolved to Buyer's satisfaction, Buyer may terminate this Agreement, and the Earnest Money, if any, shall be returned.

7. Maintenance of the Real Property Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date, Seller shall maintain the Property and improvements in a reasonably prudent manner. Seller shall execute no contracts, leases or other agreements regarding the Property between the date hereof and the Date of Closing that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion.

8. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

8.1 Existence; Authority. Seller has the requisite power and authority to enter into and perform this Agreement and to execute and deliver Seller's Closing Documents; such documents have been duly authorized by all necessary action.

8.2 Contracts. Seller has made available to Buyer a correct and complete copy of any Contract and its amendments which will survive a closing hereunder, if any.

8.3 Operations. Seller has received no written notice of actual or threatened cancellation or suspension of any utility services for any portion of the Property. Seller has received no written notice of actual or threatened special assessments or reassessments of the Property.

8.4 Litigation. To Seller's knowledge, there is no litigation or proceeding pending or threatened against or relating to the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action or claim.

8.5 Physical Condition. Seller makes no representation or warranty concerning the physical condition of the Property and puts Buyer to the obligation to satisfy itself pursuant to the contingency contained in Section 3 above.

9. Casualty; Condemnation. If all or any part of the Property is materially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. Termination of this Agreement and return of all Earnest Money are Seller's sole remedies

10. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Commissioner
Indiana Department of Administration
402 W. Washington St., W479
Indianapolis, IN 46204

With Copy to: Attorney General
Office of the Indiana Attorney General
302 W. Washington St.
Indianapolis, IN 46204

If to Buyer:

With a Copy to:

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

11. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Indiana, and any suit must be brought in an Indiana court of competent jurisdiction.

12. Remedies. If Buyer defaults, and if Buyer fails to cure such default within ten (10) days of the date of notice of such default from Seller, then Seller shall have the right to terminate this Agreement by giving written notice of termination to Buyer. In the event of termination Seller will receive the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. Buyer's sole remedy for any default by Seller shall be termination of this Agreement and return of the Earnest Money.

13. Buyer's Examination. Buyer is relying solely upon its own examination of the Property and inspections in determining its physical condition, character, and suitability for Buyer's intended use of the Property and is not relying upon any representation by Seller or any broker, except for those made by Seller directly to Buyer in writing in **Exhibit C, which is attached to this agreement**. Buyer agrees and acknowledges that it is accepting the Property "**AS IS**" subject to all faults of every kind and nature whatsoever, whether latent or patent, and whether now or

hereafter existing, and Buyer acknowledges that it has based its decision to purchase the Property solely upon information obtained independently by Buyer. Buyer shall sign a Hold Harmless Affidavit, **an exemplar of such Hold Harmless Affidavit is attached hereto as Exhibit D**. Buyer shall acquire the Property subject to all laws imposed upon the Property by any governmental or quasi-governmental authority having jurisdiction thereof. Buyer represents and warrants to Seller that Buyer has not relied, and will not rely, upon the representation or statement, or the failure to make any representation or statement, by Seller or Seller's agents, employees or by any person acting or purporting to act on the behalf of Seller with respect to the physical condition of the Property.

14. Compliance with Telephone Privacy. As required by IC 5-22-3-7:

(1) The Buyer and any principals of the Buyer certify that (A) the Buyer, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Buyer will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Buyer and any principals of the Buyer certify that an affiliate or principal of the Buyer and any agent acting on behalf of the Buyer or on behalf of an affiliate or principal of the Buyer (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

15. Withdrawal of Offer. This Agreement shall be deemed to be withdrawn, unless accepted by Seller, after one-hundred-fifty (150) days of delivery to Seller. In the event of a withdrawal under this section, Buyer shall be entitled the return of the Earnest Money.

16. Additional terms.

17. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the Buyer, or that he/she is the properly authorized representative, agent, member or officer of the Buyer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Buyer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Property Purchase Agreement other than that which appears upon the face of this Agreement.

In Witness Whereof, Buyer and the Seller have, through their duly authorized representatives, entered into this Property Purchase Agreement. The parties, having read and understood the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

BUYER:

Signature

Printed Name

Title

BUYER SHALL TAKE TITLE OF THE PROPERTY AS FOLLOWS:

BUYERS PRIMARY ADDRESS:

SELLER:

State of Indiana acting through the Indiana Department of Administration.

By _____
For:

Legal Description of the Excess Land (Eastern Tract)

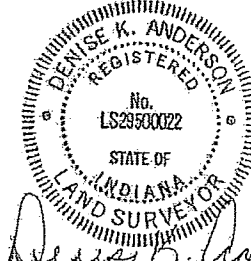
EXHIBIT "A"

Project: NH-L540(003)
 Code: 3869
 Parcel No. 19 Excess Land
 Form: WL-1

Sheet 4 of 4

A part of West Half of the Northwest Quarter of Section 30, Township 23 North, Range 3 West, Tippecanoe County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Commencing at the northwest corner of said section, said northwest corner being designated as point "25" on said plat; thence North 88 degrees 44 minutes 45 seconds East 85.344 meters (280.00 feet) along the north line of said section to the northeast corner of the 0.098-acre tract described in Instrument Number 92-23945; thence South 0 degrees 25 minutes 59 seconds East 24.894 meters (81.67 feet) along the east line of said 0.098-acre tract and along the prolonged west line and along the west line of Brookfield Farms Subdivision, in the Northwest Quarter of said Section 30, Township 23 North, Range 3 West, the plat of which is recorded in Plat Cabinet "D", slide 186, in the Office of the Recorder of Tippecanoe County, Indiana to the point of beginning of this description: thence South 0 degrees 25 minutes 59 seconds East 124.458 meters (408.33 feet) along said west line to the northeast corner of Outlot B in said Brookfield Farms Subdivision; thence South 88 degrees 44 minutes 45 seconds West 52.715 meters (172.95 feet) along the north line of said Outlot B to point "10028" designated on said plat; thence North 14 degrees 56 minutes 47 seconds East 5.080 meters (16.67 feet) to point "10027" designated on said plat; thence North 21 degrees 53 minutes 16 seconds East 18.713 meters (61.39 feet) to point "10134" designated on said plat; thence North 23 degrees 49 minutes 14 seconds East 21.893 meters (71.83 feet) to point "10026" designated on said plat; thence North 20 degrees 07 minutes 31 seconds East 31.230 meters (102.46 feet) to point "10133" designated on said plat; thence North 18 degrees 00 minutes 40 seconds East 28.916 meters (94.87 feet) to point "10025" designated on said plat; thence North 7 degrees 34 minutes 05 seconds East 25.647 meters (84.14 feet) to point "10024" designated on said plat; thence North 84 degrees 45 minutes 23 seconds East 11.618 meters (38.12 feet) to the point of beginning and containing 0.3613 hectares (0.893 acres), more or less.

This description was prepared for the Indiana Department of Transportation by Denise K. Anderson, Indiana Registered Land Surveyor, License Number LS29500022 from information furnished by Donald W. Borches, Indiana Registered Land Surveyor, License Number S0462, on this 29th day of SEPTEMBER, 2003.

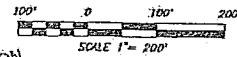


Parcel Plat of the Excess Land

EXHIBIT "B"

SHEET 1 OF 2

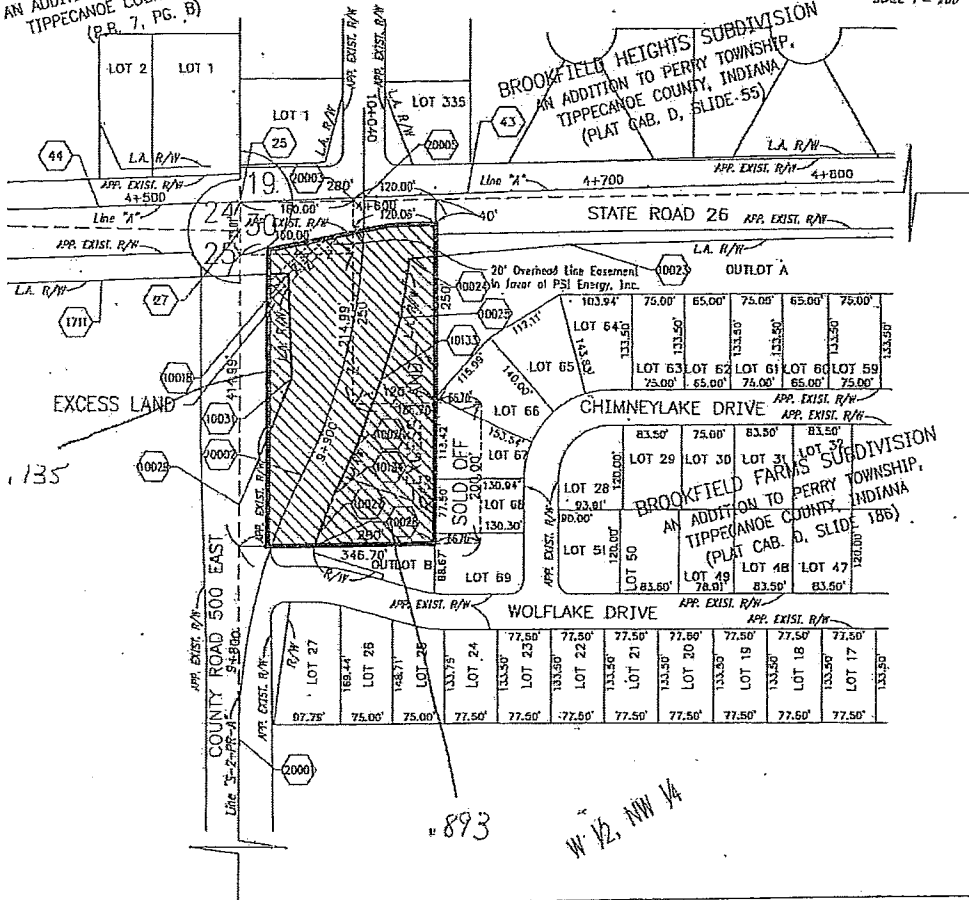
R/W PARCEL PLAT

Prepared for The Indiana Department of Transportation
by Beam, Longest & Neff L.L.C. (Job #3840-116)

MEADOWBROOK SUBDIVISION
AN ADDITION TO PERRY TOWNSHIP,
TIPPECANOE COUNTY, INDIANA
(P.B. 7, PG. 8)

BROOKFIELD HEIGHTS SUBDIVISION
AN ADDITION TO PERRY TOWNSHIP,
TIPPECANOE COUNTY, INDIANA
(PLAT CAB. D, SLIDE 55)

BROOKFIELD FARMS SUBDIVISION
AN ADDITION TO PERRY TOWNSHIP,
TIPPECANOE COUNTY, INDIANA
(PLAT CAB. D, SLIDE 186)



HATCHED AREA IS THE APPROXIMATE TAKING

NOTE: CENTERLINE STATIONING IS METRIC.

OWNER: FASSNACHT, WALTER ET UX.

DES. NO.: 9134885

PARCEL: 19

DRAWN BY: M.A. WILSON

4-16-03

CODE: 3869

CHECKED BY: D.K. ANDERSON

5-05-03

PROJECT: NH-L540(003)

ROAD: S.R. 26

COUNTY: TIPPECANOE

SECTION: 30

TOWNSHIP: 23 N.

RANGE: 3 W.

DEED RECORD 288, PAGE 76, DATED 5-4-64

INSTRUMENT #89-02038, DATED 2-16-89

INSTRUMENT #89-02039, DATED 2-16-89

INSTRUMENT #92-23945, DATED 11-02-92

PLAT CABINET D, SLIDE 186, DATED 11-09-93

Dimensions shown are from the above listed Record Documents.

REVISION DESIGN CHANGE 9-24-03, E.C. PRICE

EXHIBIT B

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the STATE OF INDIANA, acting through the Governor of the State of Indiana and the Commissioner of the Indiana Department of Administration, or their respective designees, and by the authority of Indiana Code 4-20.5-7-11, RELEASES and QUITCLAIMS to:

for good, valuable, and sufficient consideration, receipt of which is hereby acknowledged, the real property located in _____ County, Indiana and more fully described on Exhibit A, attached hereto and incorporated fully herein.

Subject to all existing legal rights-of-way, easements, conditions, and restrictions of record.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Quitclaim Deed on behalf of the State of Indiana this _____ day of _____ 2011.

**David L. Pippen, Designee for
Mitchell E. Daniels, Jr. Governor**

State of Indiana)

County of Marion)

ss:

Before me, a Notary in and for said County and State, personally appeared David L. Pippen, designee of the Governor of Indiana pursuant to IC 4-20.5-7-17 (b), and acknowledged execution of the foregoing Quitclaim Deed this _____ day of _____ 2011.

Notary signature: _____

Notary name printed: _____

My commission expires: _____ I reside in _____ County

[illegible]

My commission expires: _____ I reside in _____ County

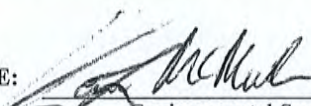
Filed in Indiana State Land Office:

This instrument prepared by Tim A. Grogg Esq. (Attorney No. 7316-03), Legal Counsel, Indiana Department of Administration, 402 West Washington Street, W 479, Indianapolis, IN 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

EXHIBIT C

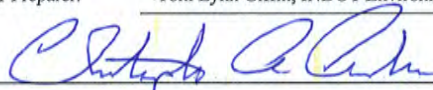
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CATEGORICAL EXCLUSION LEVEL 1 FORM**Date:** January 2, 2014☒ **Initial Version**☐ **Additional Information to CE Level 1 Dated:** _____**Purpose of this document:**☐ CE Level 1 documentation for
exempted projects☒ State-funded categorical exemption
documentation**Approval CE Level 1 or State-Funded CE:**
Environmental Scoping Manager or
Environmental Policy Manager8 Jan 14
Date**PROJECT INFORMATION**

County, Route	Tippecanoe County, SR 26	Des Number	LA 3869 parcel 19
Purpose and Need:	INDOT and IDOA recognize that state-owned excess right-of-way exists at various locations throughout the state. This land provides no function to the state highway system in terms of serviceability or maintenance, and prohibits development of the property for productive use for residential, commercial, agricultural, or other private or public use. Additionally, state-ownership of land may reduce the availability of real estate that is subject to property taxation; revenue which could benefit the community as a whole. Selling such excess parcels of land would benefit the above causes, as well as providing the potential for additional revenue to the state from the proceeds of the sale.		
Project Description:	This State Categorical Exemption is being prepared because the parcel was purchased at least in part with federal funding, thus selling the property would constitute federal involvement and require NEPA documentation. This action has been approved by the INDOT Environmental Services Division as a State CE-1. This property is located at the southwest corner of the intersection of SR 26 and Veterans Memorial Parkway East (S 500 E) in Lafayette, Indiana. The portions of parcel 19 to be sold are divided by the roadway (Veterans Memorial Parkway) and contain a total of 1.028, more or less. The portion of parcel 19 on the west side of the road is 0.135 acres and the portion on the east side of the road is 0.893 acres.		
Other Alternatives Considered:	N/A		
Project Termini:	N/A		
Funding Source(s):	<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Other	Estimated Cost	N/A
Project Sponsor:	INDOT/IDOA	Project Length	N/A

Name and organization of CE Level 1 Preparer: Toni Lynn Giffin, INDOT Environmental Services

INDOT ES/District Env.
Reviewer Signature:Date: Jan 3, 2014Form Version: June 2013
Attachment 1 of the CE Manual

SCOPE OF THE PROPOSED ACTION			
Public Involvement*		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	No public hearing is required for a project of this type under INDOT's FHWA-approved public involvement guidelines. This does not preclude one or more public hearings or public information meetings in the future.		
Right-of-way (permanent and temporary, in acres)		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	The entire parcel lies within existing right-of-way. This action does not involve the acquisition of any new permanent or temporary right-of-way.		
Disruption to public facilities/services (such as schools, emergency service)		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	This action will not produce a disruption to public facilities/services.		
Involvement with existing bridge(s) (Include structure number(s))		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	This action has no involvement with an existing bridge(s) or structures.		

* Limited public involvement, CE-1 level projects will typically have no public hearing opportunity offered.

INVOLVEMENT WITH RESOURCES			
Surface Waters (streams, rivers, lakes, etc.)		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	Three (3) lakes and two (2) intermittent streams are located within the 1/2 mile search radius. The nearest lake is 0.04 mile to the east across Veterans Memorial Parkway East and the two intermittent streams, which are connected, are located approximately 0.25 mile to the west. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to streams, rivers, or watercourses, jurisdictional or otherwise, located in or near the project area. (see Attachment C)		
Wetlands (acres)		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	Five (5) wetlands are located within the 0.5 mile search radius, the nearest being 0.39 mile to the southwest. There are no wetlands located within the boundaries of the subject parcel. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to wetlands. (see Attachment C)		
Disturbance of Terrestrial Habitat (acres)		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	Land use of the parcel is a vacant lot and the land use near the parcel is predominately residential. This habitat will not be affected by the project. AND Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to these terrestrial habitats. (see Attachment A)		
Karst Features		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	This excess parcel is located outside of the designated karst area of the state as identified in the October 13, 1993 MOU between the Indiana Department of Transportation (INDOT), the Indiana Department of Natural Resources (IDNR), the Indiana Department of Environmental Management (IDEM), and the U.S. Fish and Wildlife Service (USFWS). No karst features were observed or are known to exist within or adjacent to the proposed project area. The sale of the subject parcel is not anticipated to impact any karst features. (see Attachment C)		

INVOLVEMENT WITH RESOURCES			
Threatened and Endangered Species		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	Research into the Indiana Heritage database revealed no recorded sightings of any ETR species within a ½ mile radius of the subject parcel. The sale of the subject parcel is not expected to impact ETR species or high quality natural communities. (see Attachment C)		
Drinking Water Resources		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	<p>The project is not located within the St. Joseph Aquifer System, the only legally designated sole source aquifer in Indiana.</p> <p>The Indiana Department of Environmental Management's Wellhead Proximity Determinator website (http://idemmaps.idem.in.gov/whpa/) was accessed on December 27, 2013 by INDOT ES. The required project location data was provided and it was determined that this project is not located within a Wellhead Protection Area. (see Attachment D)</p> <p>The IDNR Water Well Record Database (http://www.in.gov/dnr/water/3595.htm) was accessed on December 27, 2013 by INDOT ES. The required project location data was provided and it was determined that this project area does not contain any Water Wells. (see Attachment D)</p>		
Flood Plains (note transverse or longitudinal impact)		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	Two (2) floodplain areas are located within the ½ mile search radius, the nearest is 0.42 mile to the north of the parcel. Since this project does not include any construction no coordination of any kind is required. The project does not encroach upon the HUD Special Flood Hazard Area. The project is not located in a regulatory floodplain as determined from available FEMA flood plain maps (see Attachment D)		
Farmland (acres)		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	None of the land within the project limits meets the definition of farmland under the Farmland Protection Policy Act (FPPA). The sale of the subject parcel is not anticipated to impact any agricultural resources within proximity to the parcel. The requirements of the FPPA do not apply to this project.		
Cultural Resources		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	<p>Coordination was conducted with the INDOT Cultural Resources Office (CRO) to determine if historical or archaeological resources are present within the excess parcel. (see Attachment B)</p> <p>With regard to above-ground resources, no buildings are located on this parcel. Nonetheless, the Indiana Register of Historic Sites and Structures (State Register) and National Register of Historic Places (National Register) lists for Tippecanoe County were checked by an INDOT- Cultural Resources Office (CRO) historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No properties on these lists are located near the parcel. Additionally, the <i>Tippecanoe County Interim Report</i> of the Indiana Historic Sites and Structures Inventory (IHSSI) was referenced (1990; Fairfield Township Scattered Sites). The SHPO's National Register & IHSSI information is available in the Indiana State Historic Architectural and Archaeological Research Database (SHAARD) and SHAARD GIS and this information was checked against the Interim Report hard copy maps. No properties are recorded near this parcel. The parcel is immediately surrounded by mid-late 20th century commercial and residential development that was not present on the 1961 USGS Lafayette East Quadrangle Map or the 1980 photo revision of it. INDOT-CRO does not think that the sale of this parcel is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register and no further work is needed.</p>		

INVOLVEMENT WITH RESOURCES

	With regards to archaeological resources, excess parcel 3869-19 was included in the original archaeological survey of Des. No. 9134885, Addition of Travel Lanes on SR 25, Tippecanoe County, Indiana conducted by Indiana State University in 1997 (Holycross and Stafford 1997). No archaeological sites were identified in or adjacent to the parcel. Aerial photographs from 2003 show portions of then-existing CR 500E containing the parcel; by 2012 CR 500E had been realigned to the east exposing the parcel. Since the parcel was included in the 1997 archaeological survey and is a remnant of the old CR 500E alignment in Meadowbrook, no additional archaeological work is warranted and the parcel is clear for archaeological resources.		
Section 4(f) and Section 6(f) Resources	No: X	Yes:	Possible:
Comments:	Since this parcel was not used for a wildlife or waterfowl refuge, a public recreational facility or had anything of historic, architectural or archaeological significance there will be no Section 4(f) or Section 6(f) impacts associated with the disposition of the property. Therefore, this action will have no impacts to properties protected under Section 4(f) and 6(f) regulations.		
Air Quality Impacts	No: X	Yes:	Possible:
Comments:	This project is located in Tippecanoe County, which is currently in attainment for all criteria pollutants. Therefore, the conformity procedures of 40 CFR Part 93 do not apply.		
Community/Economic Impacts	No: X	Yes:	Possible:
Comments:	The project will not result in the relocation of residences or businesses. The project will not affect community cohesion because it will not change access to properties or within the community. The project will not have a disproportionate adverse impact on low-income populations or minority populations that are of concern for environmental justice consideration.		
Hazardous Materials	No: X	Yes:	Possible:
Comments:	A red flag investigation was completed on December 16, 2013 by INDOT ES. No potentially hazardous sites were identified in the project vicinity or in the project area. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to these hazardous materials sites. (see Attachment C)		
Permits	No: X	Yes:	Possible:
Comments:	The process of selling these parcels does not lead directly to any action that will disturb aquatic or terrestrial resources, and no environmental permits are needed to advance the sale of this property.		

ENVIRONMENTAL COMMITMENTS:

This environmental document has been prepared for the sole purpose of disposal of the excess parcel. No resources or environmental concerns have been identified that will be impacted by the sale of this excess INDOT property; therefore, no environmental commitments have been generated.

THE CATEGORICAL EXCLUSION CANNOT BE PROCESSED AS A LEVEL ONE IF YES IS SELECTED FOR ANY OF THE FOLLOWING ITEMS*:		
Formal noise analysis required?	No: X	Yes:
Environmental Justice analysis required?	No: X	Yes:
Right-of-Way acquisition greater than 0.5 acre?	No: X	Yes:
Relocation of residences/businesses/etc.?	No: X	Yes:
Added through-traffic lanes?	No: X	Yes:
Facility on new location or realignment?	No: X	Yes:
Permanent alteration of local traffic pattern?	No: X	Yes:
Section 4(f) and Section 6(f) resource impacts?	No: X	Yes:
Sole Source Aquifer Groundwater Assessment required?	No: X	Yes:
Is the project “Likely to Adversely Affect” Threatened and Endangered Species?	No: X	Yes:
Stream impacts greater than 300 linear feet, or work beyond 75 feet from pavement?	No: X	Yes:
Wetland impacts greater than 0.1 acre?	No: X	Yes:
Does the project have historic bridge involvement, or a Section 106 finding of No Adverse Effect / Adverse Effect?	No: X	Yes:

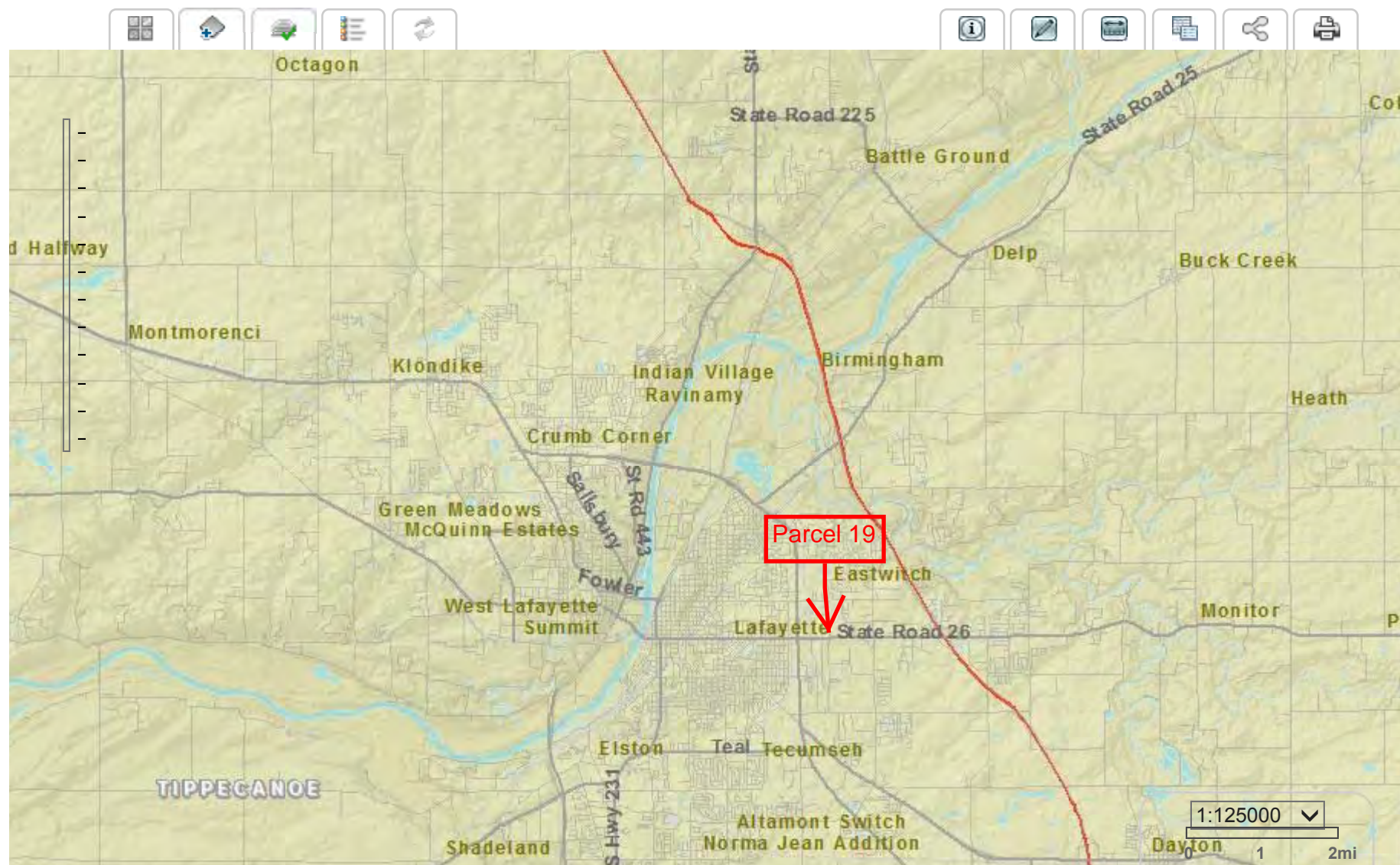
* Please note, this table is not applicable for state funded CE's.

Appendix A: Location Map



About

Map Viewer

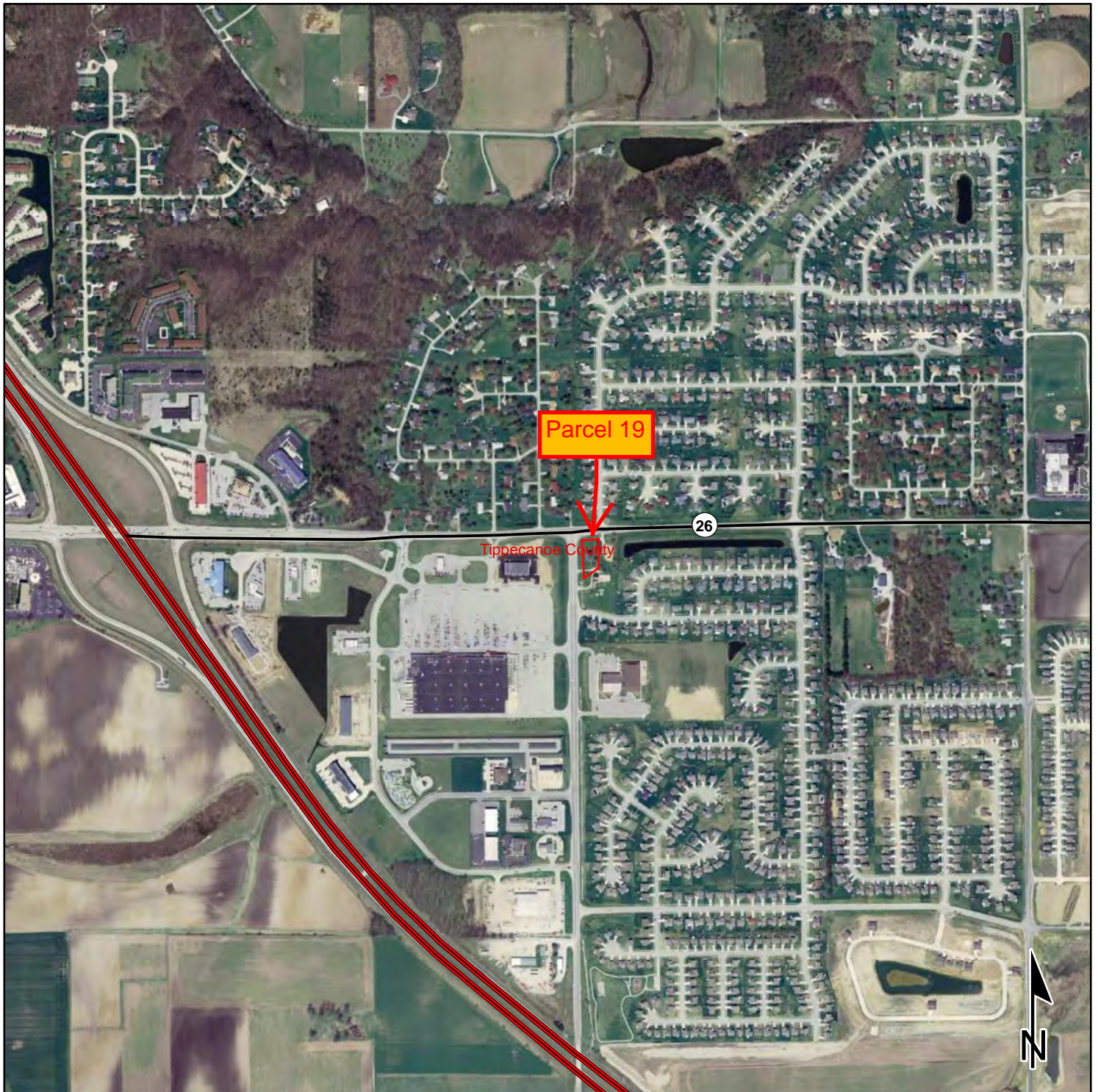


Site Location

SR 26 and Veteran's Memorial Parkway

Tippecanoe County Indiana

LA Code 3869, Excess Parcel 19



This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

Sources: Non Orthophotography

Data - Obtained from the State of Indiana Geographical Information Office Library

Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)

Map Projection: UTM Zone 16 N **Map Datum:** NAD83

Scale 1:11,161

0.15 0.075 0 0.15 Miles

- | | | | |
|--|------------------------|--|-------------|
| | Section Town and Range | | Interstate |
| | County Boundary | | State Route |
| | Local Road | | US Route |

Appendix B:

Cultural Resources (Section 106)

Report covered
excess parcel
3869-19

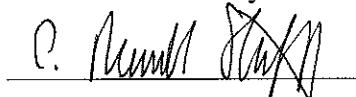
**ARCHAEOLOGICAL RECORDS REVIEW,
RECONNAISSANCE AND RECOMMENDATION
INDOT PROJECT ST-L540(), DES. 9134885,
ADDITION OF TRAVEL LANES ON SR26 TIPPECANOE COUNTY, INDIANA**

David N. Holycross

Submitted to:

Mr. James E. Juricic, Manager
Environmental Assessment Section
Division of Preliminary Engineering
Indiana Department of Transportation
100 N. Senate Avenue
Room N755
Indianapolis, Indiana 46204-2249

Submitted by:



C. Russell Stafford, Ph.D.
Director
Anthropology Laboratory
Indiana State University
Terre Haute, Indiana 47809

July 16, 1997

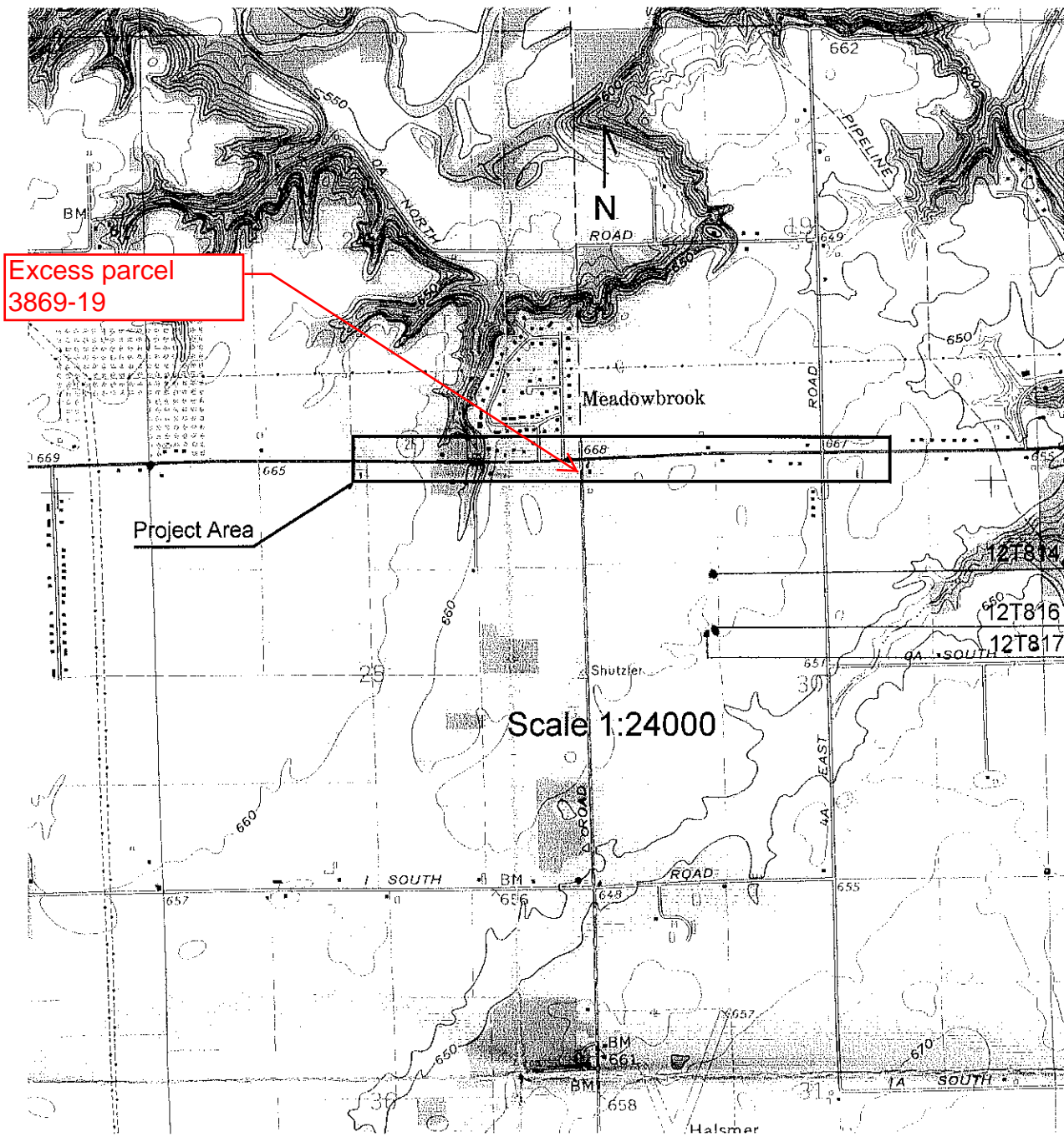
**Indiana State University Anthropology Laboratory
Cultural Resource Management Report No. 97-19**

A bean field (30-50% visibility) was also located within the project area, east of CR 550E. This was visually examined in two 10m transects, until constraints of the area to be impacted warranted limiting examination to one transect. The survey was concluded approximately 450m east of CR 550E.

Archaeological Reconnaissance Results And Recommendation

No archaeological sites were identified in this reconnaissance. Natural pea gravels probably derived from till and gravels from adjacent road matrixes were the only inclusions found within probes.

In view of the negative results of this reconnaissance, no further archaeological investigations are recommended. However, in the course of this project should any archaeological deposits be encountered, all activity in the local area should immediately cease, and an INDOT archaeologist should then be notified for an on-site assessment. Such deposits may take the form of, but are not limited to, artifact concentrations, midden, features, human burials, or buried/stratified deposits in alluvial/colluvial matrices.





2003 aerial photograph showing excess parcel 3869-19



2012 aerial photograph showing excess parcel 3869-19

From: Kennedy, Mary
Sent: Friday, December 27, 2013 2:06 PM
To: Giffin, Toni
Cc: Mathas, Marlene; Miller, Shaun (INDOT); Bales, Ronald; Andrews, Chris
Subject: RE: Excess Parcel for environmental review - 3869 SR 26 Parcel 19

Toni,

With regards to archaeological resources, excess parcel 3869-19 was included in the original archaeological survey of Des. No. 9134885, Addition of Travel Lanes on SR 25, Tippecanoe County, Indiana conducted by Indiana State University in 1997 (Holycross and Stafford 1997). No archaeological sites were identified in or adjacent to the parcel. Aerial photographs from 2003 show portions of then-existing CR 500E containing the parcel; by 2012 CR 500E had been realigned to the east exposing the parcel. Since the parcel was included in the 1997 archaeological survey and is a remnant of the old CR 500E alignment in Meadowbrook, no additional archaeological work is warranted and the parcel is clear for archaeological resources. Archaeological documentation can be found in PW here: [3869-19 archaeology.pdf](#)

With regard to above-ground resources, no buildings are located on this parcel. Nonetheless, the Indiana Register of Historic Sites and Structures (State Register) and National Register of Historic Places (National Register) lists for Tippecanoe County were checked by an INDOT- Cultural Resources Office (CRO) historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No properties on these lists are located near the parcel. Additionally, the *Tippecanoe County Interim Report* of the Indiana Historic Sites and Structures Inventory (IHSSI) was referenced (1990; Fairfield Township Scattered Sites). The SHPO's National Register & IHSSI information is available in the Indiana State Historic Architectural and Archaeological Research Database (SHAARD) and SHAARD GIS and this information was checked against the Interim Report hard copy maps. No properties are recorded near this parcel. The parcel is immediately surrounded by mid-late 20th century commercial and residential development that was not present on the 1961 USGS Lafayette East Quadrangle Map or the 1980 photorevision of it. INDOT-CRO does not think that the sale of this parcel is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register and no further work is needed.

Let us know if you have any questions or need more info.

Mary E. Kennedy
Indiana Department of Transportation
(317) 232-5215
mkennedy@indot.in.gov

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Appendix C:

Red Flag Investigation



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204-2216 (317) 232-5348 FAX: (317) 233-4929

Michael R. Pence, Governor
Karl B. Browning, Commissioner

Date: December 16, 2013

To: Mr. Steve Catron
Excess Land Team, Real Estate Division
Indiana Department of Transportation
100 North Senate Avenue, Room N642
Indianapolis, IN 46204

From: Hazardous Materials Unit
Environmental Services
Indiana Department of Transportation
100 North Senate Avenue, Room N642
Indianapolis, IN 46204

Re: RED FLAG INVESTIGATION
LA 3869 Parcel 19, Excess Parcel
State Road 26
Tippecanoe County, Indiana

NARRATIVE

This RFI is being performed for the sale of an excess parcel. This property is located at the southwest corner of the intersection of SR 26 and Veterans Memorial Parkway East in Lafayette. INDOT has decided that this surplus land will not be needed for right-of-way or transportation purposes in the foreseeable future. A legal description of Parcel 19 is as follows:

A part of West Half of the Northwest Quarter of Section 30, Township 23 North, Range 3 West, Tippecanoe County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B" (*not included in RFI*), described as follows: Commencing at the northwest corner of said section, said northwest corner being designated as point "25" on said plat; thence South 0 degrees 28 minutes 59 seconds East 12.393 meters (40.66 feet) along the west line of said section to the northeast corner of Section 25, Township 23 North, Range 4 West, said northeast corner being designated as point "27" on said plat; thence South 0 degrees 25 minutes 59 seconds East 19.229 meters (63.09 feet) along the west line of said Section 30 to the point of beginning of this description: thence North 87 degrees 34 minutes 42 seconds East 20.697 meters (67.90 feet) to point "10018" designated on said plat; thence South 2 degrees 25 minutes 20 seconds East 45.415 meters (149.00 feet) to point "10031" designated on said plat; thence South 21 degrees 38 minutes 51 seconds West 59.219 meters (194.29 feet) to point "10029" designated on said plat, which point is on the west line of said Section 30; thence North 0 degrees 25 minutes 59 seconds West 99.546 meters (326.59 feet) along said west line to the point of beginning and containing 0.1578 hectares (0.390 acres), more or less, inclusive of the presently existing right-of-way which contains 0.1033 hectares (0.255 acres), more or less. The portion of the above-described real estate which is not already embraced within the presently existing right-of-way contains 0.0545 hectares (0.135 acres), more or less.

SUMMARY

Infrastructure Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Religious Facilities	N/A	Recreational Facilities	N/A
Airports	N/A	Pipelines	1
Cemeteries	N/A	Railroads	N/A
Hospitals	N/A	Trails	N/A
Schools	N/A	Managed Lands	N/A

Explanation:

Pipelines: One (1) natural gas pipeline was found within the 0.5 mile search radius, located 0.06 mile south of the subject parcel. No impact is expected from the sale of the subject parcel.

Managed Lands: No park lands are located in or adjacent to the subject parcel.

Water Resources Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
NWI - Points	N/A	NWI - Wetlands	5
Karst Springs	N/A	IDEM 303d Listed Lakes	N/A
Canal Structures – Historic	N/A	Lakes	3
NWI - Lines	N/A	Floodplain - DFIRM	2
IDEM 303d Listed Rivers and Streams (Impaired)	N/A	Cave Entrance Density	N/A
Rivers and Streams	2	Sinkhole Areas	N/A
Canal Routes - Historic	N/A	Sinking-Stream Basins	N/A

Explanation:

Wetlands: Five (5) wetlands are located within the 0.5 mile search radius, the nearest being 0.39 mile to the southwest. No impact is expected from the sale of the subject parcel.

Lakes: Three (3) lakes are located within the 0.5 mile search radius, the nearest being 0.04 mile to the east across Veterans Memorial Parkway East. No impact is expected from the sale of the subject parcel.

Floodplain – DFIRM: Two (2) floodplain areas are located within the 0.5 mile search radius, the nearest being 0.42 mile to the north. No impact is expected from the sale of the subject parcel.

Rivers and Streams: Two (2) intermittent streams, which are connected, are located approximately 0.25 mile to the west. No impact is expected from the sale of the subject parcel.

The subject parcel is not located within the Karst Memorandum of Understanding (MOU) Potential Karst Features Region. The sale of the subject parcel is not anticipated to impact any karst features.

Mining/Mineral Exploration			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Petroleum Wells	N/A	Petroleum Fields	N/A
Mines – Surface	N/A	Mines – Underground	N/A

Explanation: No mining/mineral exploration resources are located within the 0.5 mile search radius.

Hazmat Concerns			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Brownfield Sites	N/A	Restricted Waste Sites	N/A
Corrective Action Sites (RCRA)	N/A	Septage Waste Sites	N/A
Confined Feeding Operations	N/A	Solid Waste Landfills	N/A
Construction Demolition Waste	N/A	State Cleanup Sites	N/A
Industrial Waste Sites (RCRA Generators)	1	Tire Waste Sites	N/A
Infectious/Medical Waste Sites	N/A	Waste Transfer Stations	N/A
Lagoon/Surface Impoundments	N/A	RCRA Waste Treatment, Storage, and Disposal Sites (TSDs)	N/A
Leaking Underground Storage Tanks (LUSTs)	3	Underground Storage Tanks	N/A
Manufactured Gas Plant Sites	N/A	Voluntary Remediation Program	N/A
NPDES Facilities	N/A	Superfund	N/A
NPDES Pipe Locations	N/A	Institutional Control Sites	N/A
Open Dump Sites	N/A		

Explanation:

Industrial Waste Sites: One (1) RCRA Generator is located 0.45 mile south of the subject parcel. No impact is expected from the sale of the subject parcel.

LUSTs: Three (3) LUSTs are located within the 0.5 mile search radius, with only the Meijer Gas Station located 0.18 mile to the west close enough to be of concern. A review of the IDEM Virtual File Cabinet indicated that the site is an Underground Storage Tank (UST) site, but not a LUST. The most recent documentation is a 2011 inspection from the IDEM UST Section, and the facility is listed as being in compliance with IDEM's UST Rule 329 IAC 9. No impact is expected from the sale of the subject parcel.

Ecological Information

The Tippecanoe County listing of the Indiana Natural Heritage Data Center information on endangered, threatened, or rare (ETR) species and high quality natural communities is attached with ETR species highlighted. A review of the Indiana Natural Heritage Database did not indicate that any ETR species had been observed within the 0.5 mile search radius. No impact is expected from the sale of the subject parcel.

Cultural Resources

A request for review was made to INDOT Environmental Services, Cultural Resources, and will be submitted under separate documentation.

RECOMMENDATIONS

INFRASTRUCTURE: N/A

WATER RESOURCES: N/A

MINING/MINERAL EXPLORATION: N/A

HAZMAT CONCERNS: N/A

ECOLOGICAL INFORMATION: N/A

CULTURAL RESOURCES: A request for review was made to INDOT Environmental Services, Cultural Resources, and will be submitted under separate documentation.

INDOT Environmental Services concurrence:

Kenneth
McMullen

cn=Kenneth McMullen, o=INDOT,
ou=Environmental Services,
email=kmcmullen@indot.in.gov, c=US
2013.12.17 12:50:55 -05'00'

(Signature)

Prepared by:
Marlene Mathas
Hazardous Materials Specialist
INDOT Environmental Services

Graphics:

GENERAL SITE MAP SHOWING PROJECT AREA: YES

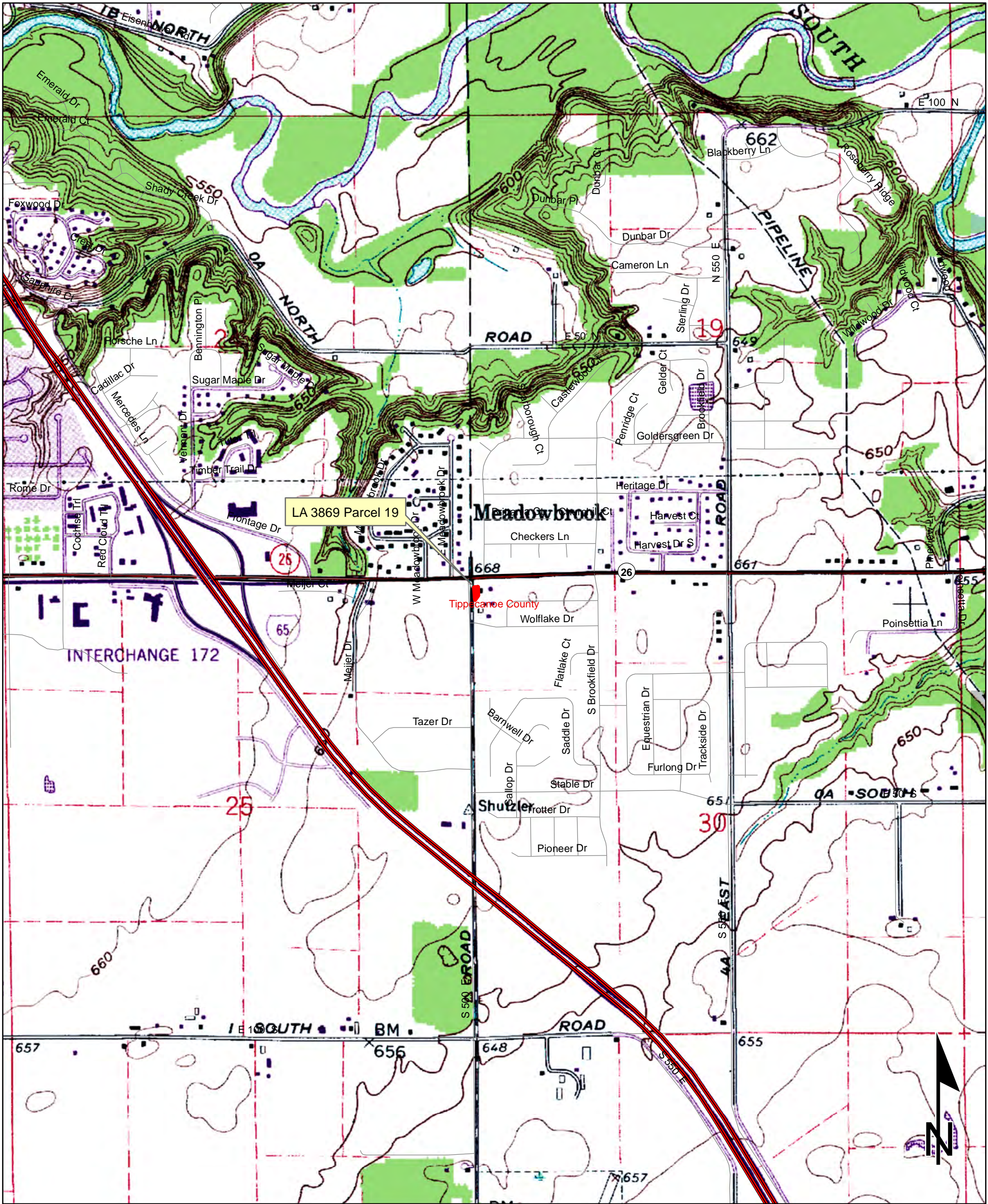
INFRASTRUCTURE: YES

WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: N/A

HAZMAT CONCERNS: YES

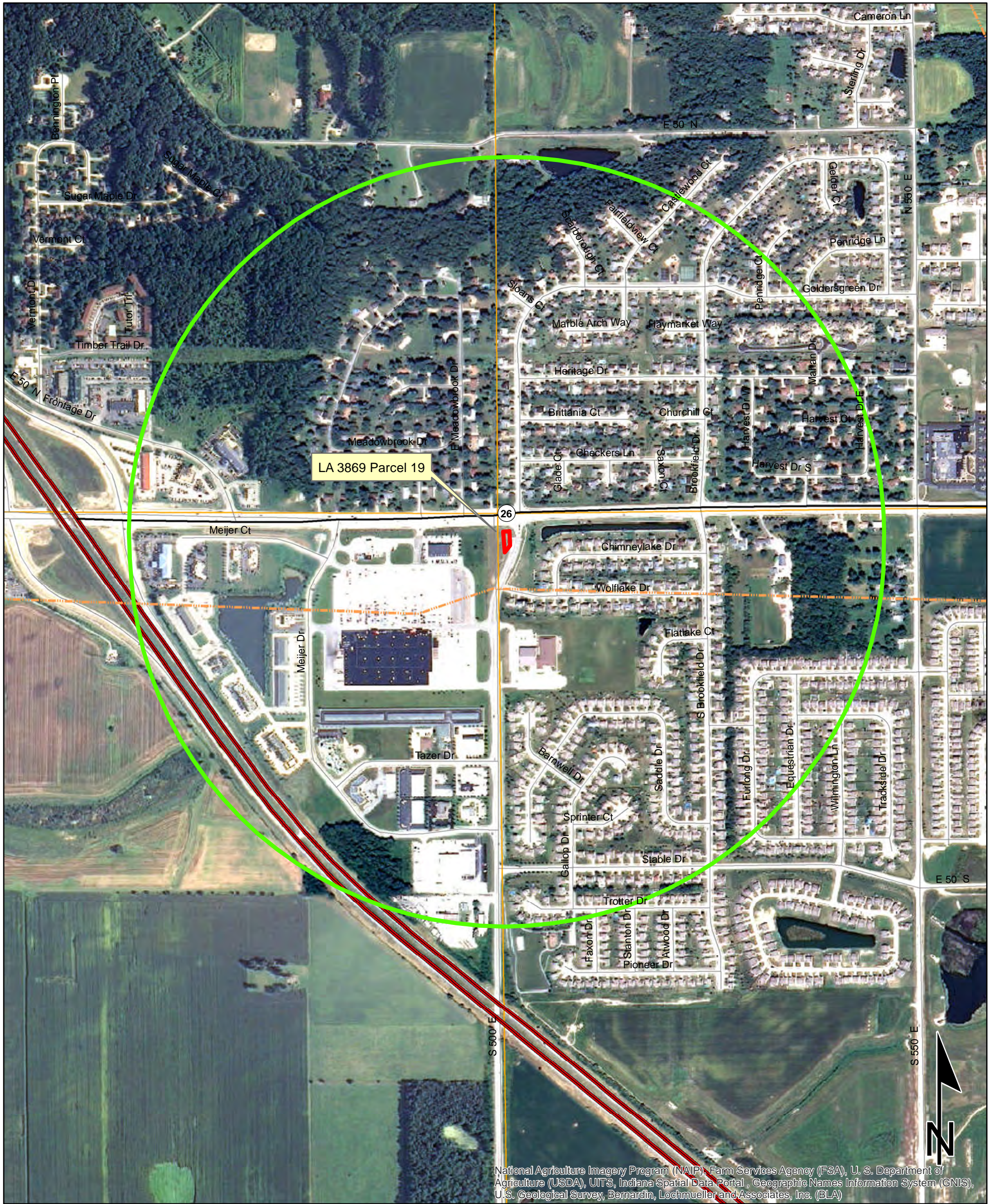
Red Flag Investigation - Site Location Map
SR 26 - Excess Parcel
LA 3869 Parcel 19
Tippecanoe County, Indiana



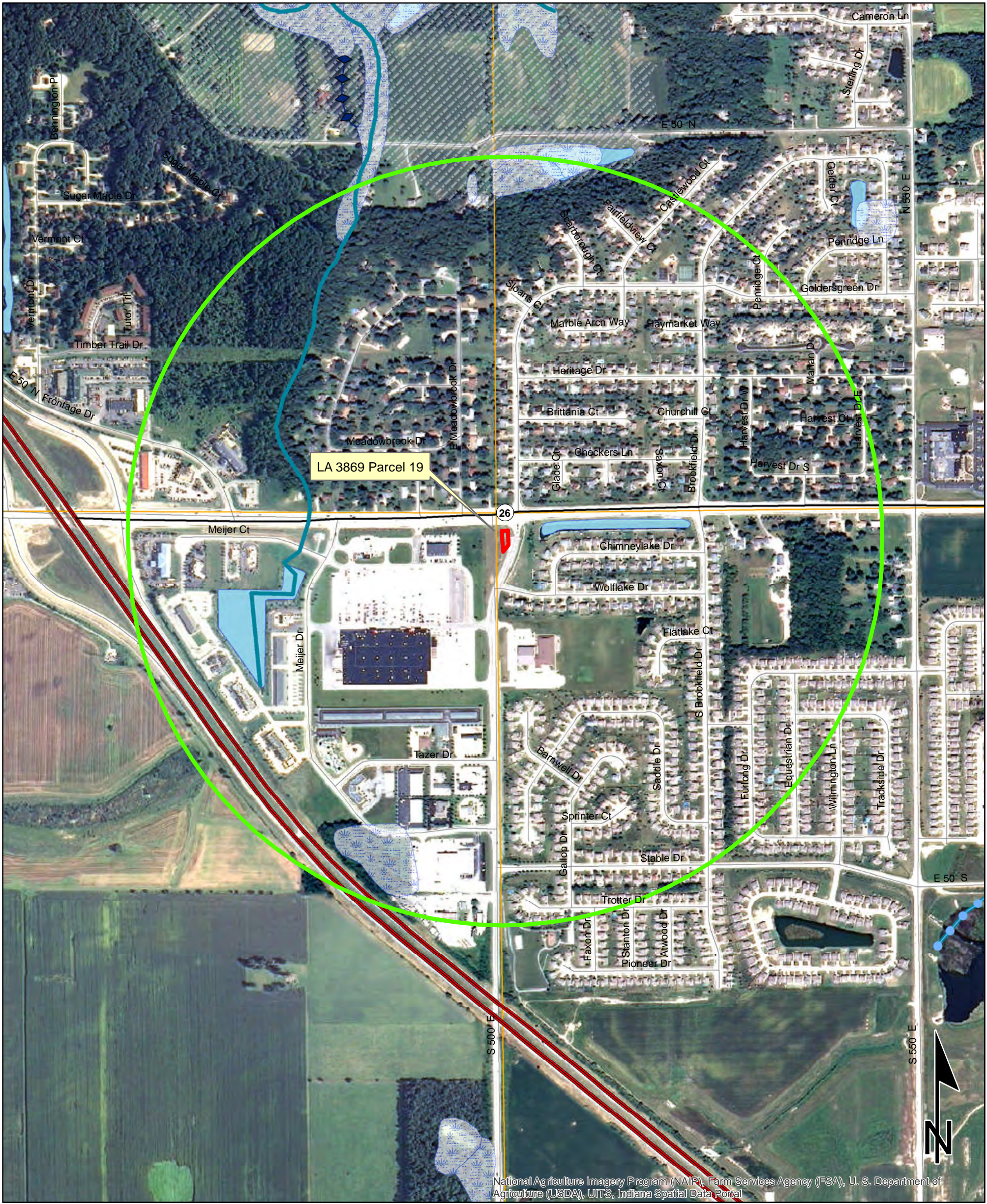
Sources: 0.25 0.125 0 0.25 Miles
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N **Map Datum:** NAD83
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

LAFAYETTE EAST QUADRANGLE
INDIANA
7.5 MINUTE SERIES
(TOPOGRAPHIC)

Tippecanoe County, Indiana

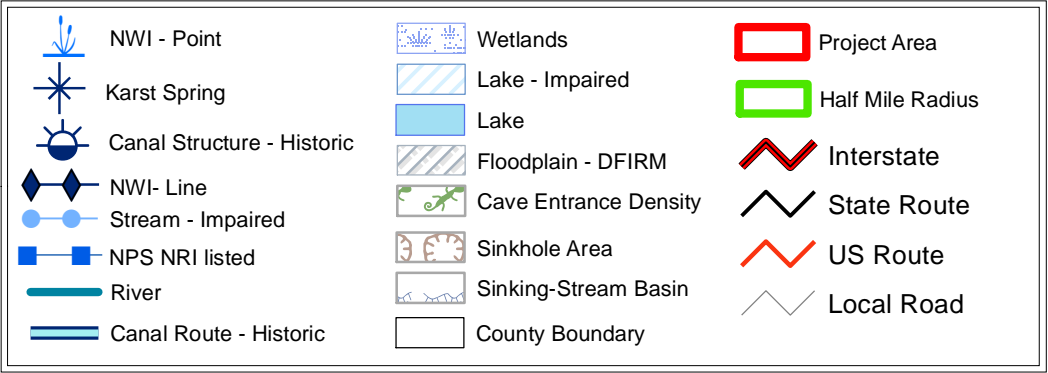
 Local Road

Red Flag Investigation - Water Resources Map
SR 26 - Excess Parcel
LA 3869 Parcel 19
Tippecanoe County, Indiana

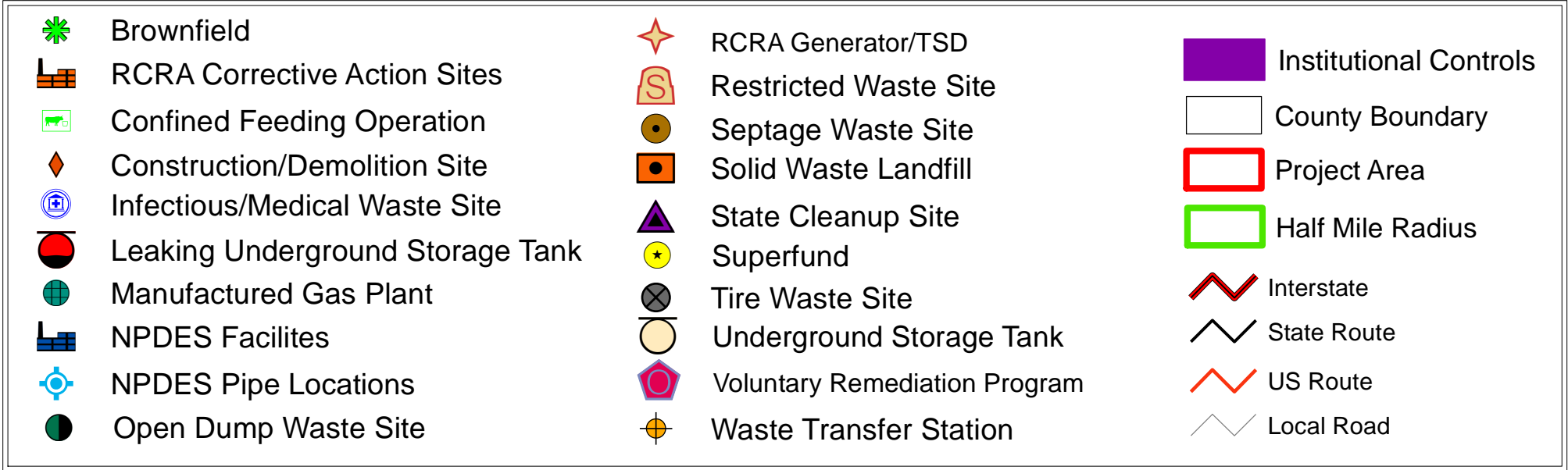
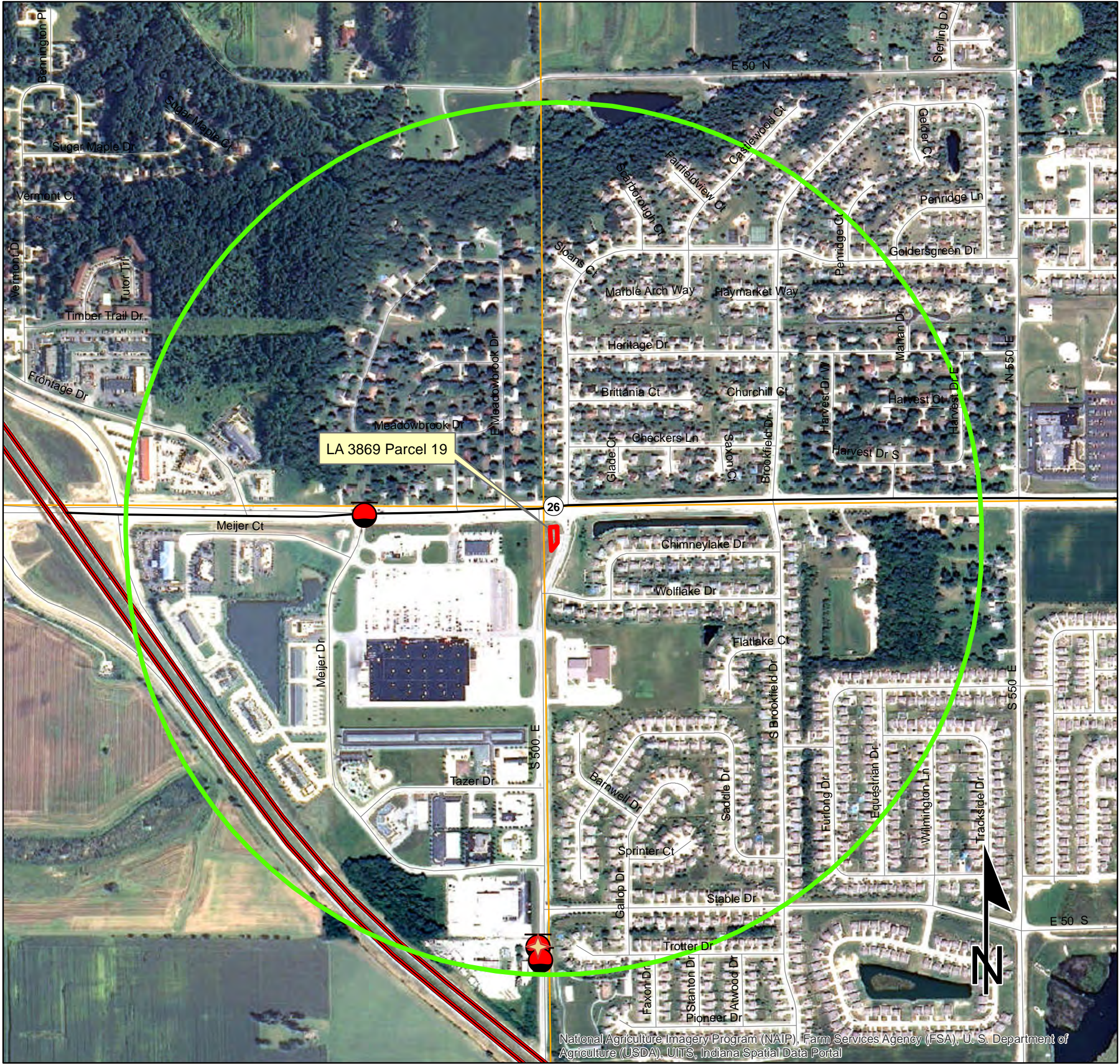


Sources:
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N **Map Datum:** NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.



Red Flag Investigation - Hazardous Material Concerns Map
SR 26 - Excess Parcel
LA 3869 Parcel 19
Tippecanoe County, Indiana



Indiana County Endangered, Threatened and Rare Species List

County: Tippecanoe

Species Name	Common Name	FED	STATE	GRANK	SRANK
Mollusk: Bivalvia (Mussels)					
Cyprogenia stegaria	Eastern Fanshell Pearlymussel	LE	SE	G1Q	S1
Epioblasma torulosa rangiana	Northern Riffleshell	LE	SE	G2T2	SX
Epioblasma torulosa torulosa	Tubercled Blossom	LE	SE	G2TX	SX
Epioblasma triquetra	Snuffbox	LE	SE	G3	S1
Fusconaia subrotunda	Longsolid		SE	G3	SX
Lampsilis fasciola	Wavyrayed Lampmussel		SSC	G5	S3
Lampsilis ovata	Pocketbook			G5	S2
Leptodea leptodon	Scaleshell	LE	SX	G1G2	SX
Ligumia recta	Black Sandshell			G5	S2
Obovaria retusa	Ring Pink	LE	SX	G1	SX
Obovaria subrotunda	Round Hickorynut		SSC	G4	S1
Plethobasus cicatricosus	White Wartyback	LE	SE	G1	SX
Plethobasus cyphus	Sheepnose	LE	SE	G3	S1
Pleurobema clava	Clubshell	LE	SE	G2	S1
Pleurobema cordatum	Ohio Pigtoe		SSC	G4	S2
Pleurobema plenum	Rough Pigtoe	LE	SE	G1	S1
Pleurobema rubrum	Pyramid Pigtoe		SE	G2G3	SX
Potamilus capax	Fat Pocketbook	LE	SE	G1G2	S1
Ptychobranhus fasciolaris	Kidneyshell		SSC	G4G5	S2
Quadrula cylindrica cylindrica	Rabbitsfoot	C	SE	G3G4T3	S1
Simpsonaias ambigua	Salamander Mussel		SSC	G3	S2
Toxolasma lividus	Purple Lilliput		SSC	G3	S2
Villosa fabalis	Rayed Bean	LE	SSC	G2	S1
Insect: Coleoptera (Beetles)					
Lissobiops serpentinus	A Rove Beetle		SE	GNR	S1
Insect: Ephemeroptera (Mayflies)					
Paracloeodes minutus	A Small Minnow Mayfly		SR	G5	S2
Insect: Lepidoptera (Butterflies & Moths)					
Speyeria idalia	Regal Fritillary		SE	G3	S1
Insect: Mecoptera					
Merope tuber	Earwig Scorpionfly		SE	G3G5	S1
Insect: Odonata (Dragonflies & Damselflies)					
Erpetogomphus designatus	Eastern Ringtail		ST	G5	S2
Somatochlora tenebrosa	Clamp-tipped Emerald		SR	G5	S2S3
Fish					
Etheostoma tippecanoe	Tippecanoe Darter		SSC	G3G4	S3
Amphibian					
Hemidactylium scutatum	Four-toed Salamander		SSC	G5	S2

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
This data is not the result of comprehensive county surveys.

Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern; SX = state extirpated; SG = state significant; WL = watch list
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank
SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

Indiana County Endangered, Threatened and Rare Species List

County: Tippecanoe

Species Name	Common Name	FED	STATE	GRANK	SRANK
Reptile					
Clemmys guttata	Spotted Turtle		SE	G5	S2
Emydoidea blandingii	Blanding's Turtle		SE	G4	S2
Liochlorophis vernalis	Smooth Green Snake		SE	G5	S2
Terrapene carolina carolina	Eastern Box Turtle		SSC	G5T5	S3
Terrapene ornata ornata	Ornate Box Turtle		SE	G5T5	S1
Bird					
Aimophila aestivalis	Bachman's Sparrow			G3	SXB
Ammodramus henslowii	Henslow's Sparrow		SE	G4	S3B
Ardea herodias	Great Blue Heron			G5	S4B
Asio flammeus	Short-eared Owl		SE	G5	S2
Asio otus	Long-eared Owl			G5	S2
Aythya collaris	Ring-necked Duck			G5	SHB
Bartramia longicauda	Upland Sandpiper		SE	G5	S3B
Botaurus lentiginosus	American Bittern		SE	G4	S2B
Buteo platypterus	Broad-winged Hawk	No Status	SSC	G5	S3B
Carduelis pinus	Pine Siskin			G5	S3N
Cistothorus platensis	Sedge Wren		SE	G5	S3B
Dendroica cerulea	Cerulean Warbler		SE	G4	S3B
Falco peregrinus	Peregrine Falcon	No Status	SE	G4	S2B
Grus canadensis	Sandhill Crane	No Status	SSC	G5	S2B,S1N
Haliaeetus leucocephalus	Bald Eagle	LT,PDL	SSC	G5	S2
Ixobrychus exilis	Least Bittern		SE	G5	S3B
Lanius ludovicianus	Loggerhead Shrike	No Status	SE	G4	S3B
Nycticorax nycticorax	Black-crowned Night-heron		SE	G5	S1B
Rallus elegans	King Rail		SE	G4	S1B
Sturnella neglecta	Western Meadowlark		SSC	G5	S2B
Tyto alba	Barn Owl		SE	G5	S2
Mammal					
Corynorhinus rafinesquii	Rafinesque's Big-eared Bat		SSC	G3G4	SH
Geomys bursarius	Plains Pocket Gopher		SSC	G5	S2
Lasiurus borealis	Eastern Red Bat		SSC	G5	S4
Mustela nivalis	Least Weasel		SSC	G5	S2?
Myotis septentrionalis	Northern Myotis		SSC	G4	S3
Myotis sodalis	Indiana Bat or Social Myotis	LE	SE	G2	S1
Nycticeius humeralis	Evening Bat		SE	G5	S1
Reithrodontomys megalotis	Western Harvest Mouse			G5	S2
Spermophilus franklinii	Franklin's Ground Squirrel		SE	G5	S2
Taxidea taxus	American Badger		SSC	G5	S2

Vascular Plant

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
This data is not the result of comprehensive county surveys.

Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern; SX = state extirpated; SG = state significant; WL = watch list
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank
SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

Indiana County Endangered, Threatened and Rare Species List

County: Tippecanoe

Species Name	Common Name	FED	STATE	GRANK	SRANK
Androsace occidentalis	Western Rockjasmine		ST	G5	S2
Arenaria patula	Pitcher's Stitchwort		SE	G4	S1
Aster oblongifolius	Aromatic Aster		SR	G5	S2
Astragalus tennesseensis	Tennessee Milk-vetch		SRE	G3	SX
Bacopa rotundifolia	Roundleaf Water-hyssop		ST	G5	S1
Besseyia bullii	Kitten Tails		SE	G3	S1
Botrychium matricariifolium	Chamomile Grape-fern		SR	G5	S2
Botrychium simplex	Least Grape-fern		SE	G5	S1
Camassia angusta	Wild Hyacinth		SE	G5?Q	S1
Carex flava	Yellow Sedge		ST	G5	S2
Carex gravida	Heavy Sedge		SE	G5	S1
Chelone obliqua var. speciosa	Rose Turtlehead		WL	G4T3	S3
Chrysopsis villosa	Hairy Golden-aster		ST	G5	S2
Circaea alpina	Small Enchanter's Nightshade		SX	G5	SX
Cirsium hillii	Hill's Thistle		SE	G3	S1
Coeloglossum viride var. virescens	Long-bract Green Orchis		ST	G5T5	S2
Crataegus pedicellata	Scarlet Hawthorn		ST	G5	S2
Cypripedium candidum	Small White Lady's-slipper		WL	G4	S2
Eriophorum angustifolium	Narrow-leaved Cotton-grass		SR	G5	S2
Erysimum capitatum	Prairie-rocket Wallflower		ST	G5	S2
Euphorbia obtusata	Bluntleaf Spurge		SE	G5	S1
Gentiana alba	Yellow Gentian		SR	G4	S2
Houstonia nigricans	Narrowleaf Summer Bluets		SR	G5	S2
Linum sulcatum	Grooved Yellow Flax		SR	G5	S2
Lithospermum incisum	Narrow-leaved Puccoon		SE	G5	S1
Melampyrum lineare	American Cow-wheat		SR	G5	S2
Muhlenbergia cuspidata	Plains Muhlenbergia		SE	G4	S1
Napaea dioica	Glade Mallow		SR	G4	S2
Onosmodium hispidissimum	Shaggy False-gromwell		SE	G4	S1
Orobanche riparia	Bottomland Broomrape		SE	G5	S2
Oryzopsis racemosa	Black-fruit Mountain-ricegrass		SR	G5	S2
Panicum rigidulum var. pubescens	Long-leaved Panic-grass		SX	G5T5?	SX
Plantago cordata	Heart-leaved Plantain		SE	G4	S1
Poa paludigena	Bog Bluegrass		WL	G3	S3
Psoralea tenuiflora	Few-flowered Scurf-pea		SX	G5	SX
Sanguisorba canadensis	Canada Burnet		SE	G5	S1
Selaginella apoda	Meadow Spike-moss		WL	G5	S1
Silene regia	Royal Catchfly		ST	G3	S2
Trichostema dichotomum	Forked Bluecurl		SR	G5	S2
Viola pedatifida	Prairie Violet		ST	G5	S2

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
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Indiana County Endangered, Threatened and Rare Species List

County: Tippecanoe

Species Name	Common Name	FED	STATE	GRANK	SRANK
High Quality Natural Community					
Barrens - gravel	Gravel Slope Barrens		SG	G3	S1
Barrens - sand	Sand Barrens		SG	G3	S2
Forest - upland dry-mesic	Dry-mesic Upland Forest		SG	G4	S4
Forest - upland mesic	Mesic Upland Forest		SG	G3?	S3
Lake - lake	Lake		SG	GNR	S2
Prairie - dry-mesic	Dry-mesic Prairie		SG	G3	S2
Wetland - fen	Fen		SG	G3	S3
Wetland - marsh	Marsh		SG	GU	S4
Wetland - seep circumneutral	Circumneutral Seep		SG	GU	S1
Other Significant Feature					
Geomorphic - Nonglacial Erosional Feature - Water Fall and Cascade	Water Fall and Cascade			GNR	SNR

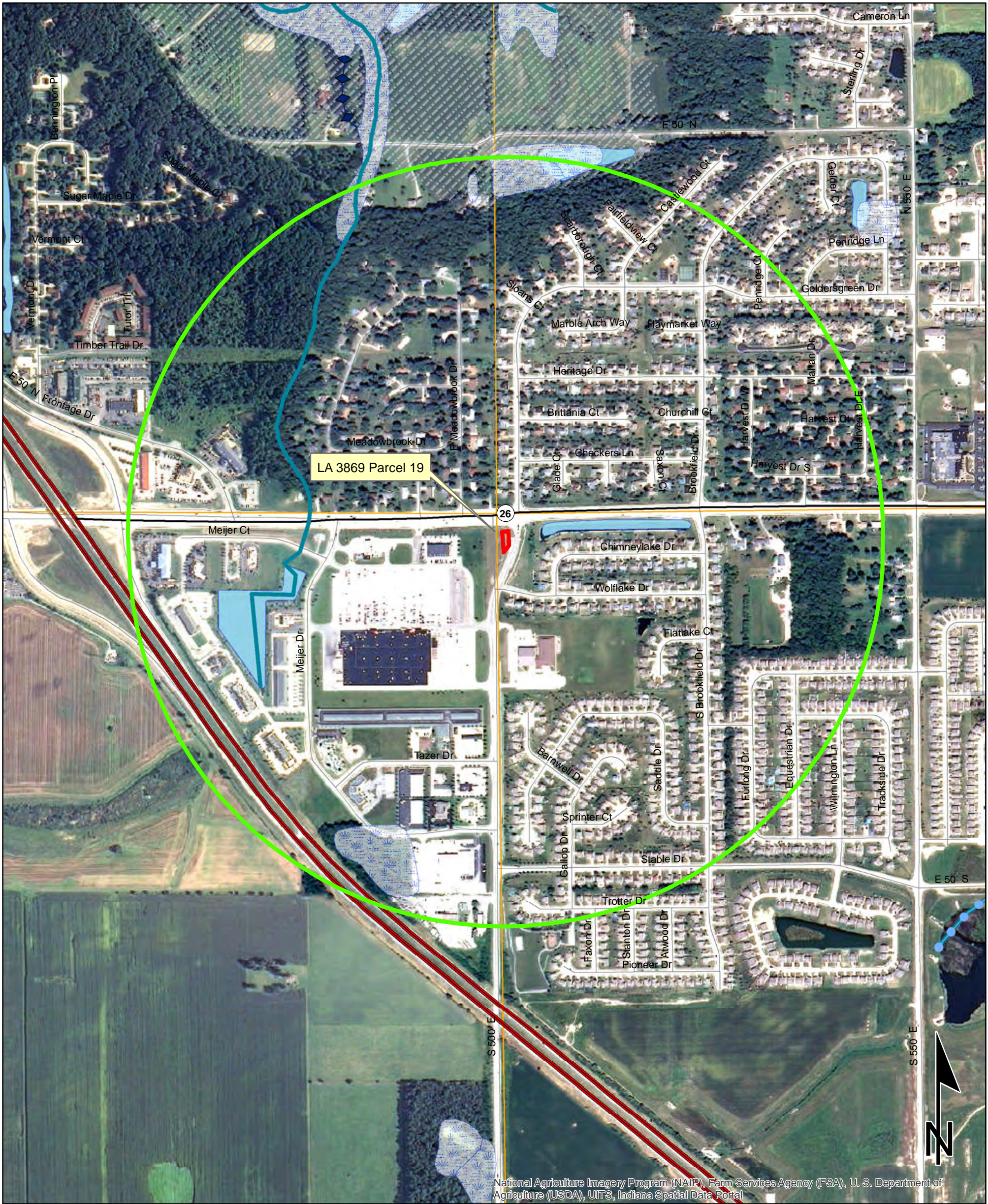
Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
This data is not the result of comprehensive county surveys.

Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting
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SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

Appendix D:

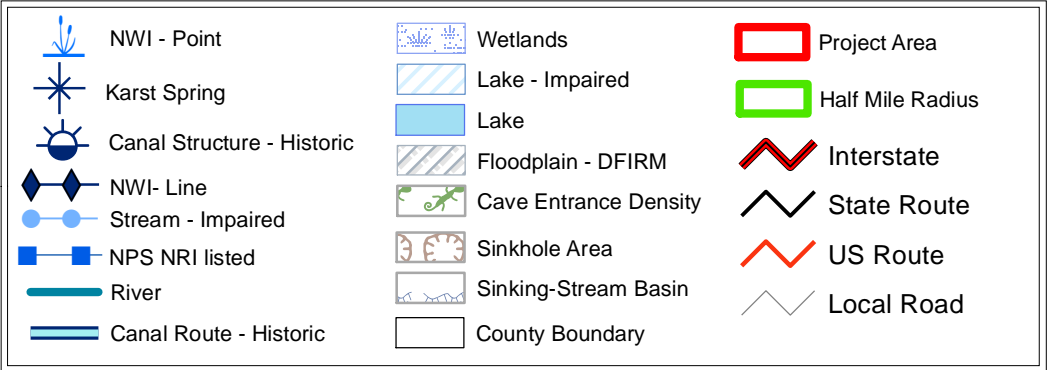
Water Resources

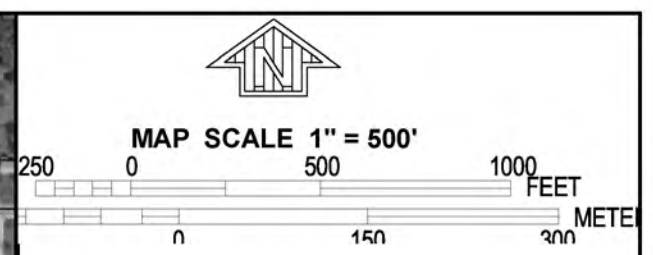
Red Flag Investigation - Water Resources Map
SR 26 - Excess Parcel
LA 3869 Parcel 19
Tippecanoe County, Indiana



Sources:
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N **Map Datum:** NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.





NFIP


NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0166D

FIRM
FLOOD INSURANCE RATE MAP
TIPPECANOE COUNTY,
INDIANA
AND INCORPORATED AREAS

PANEL 166 OF 380
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)
CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
TIPPECANOE COUNTY	180428	0166	D
LAFAYETTE, CITY OF	180253	0166	D



MAP NUMBER
18157C0166D
EFFECTIVE DATE
SEPTEMBER 25, 2009

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



U.S. Fish and Wildlife Service

National Wetlands Inventory

LA 3869 parcel 19

Dec 27, 2013



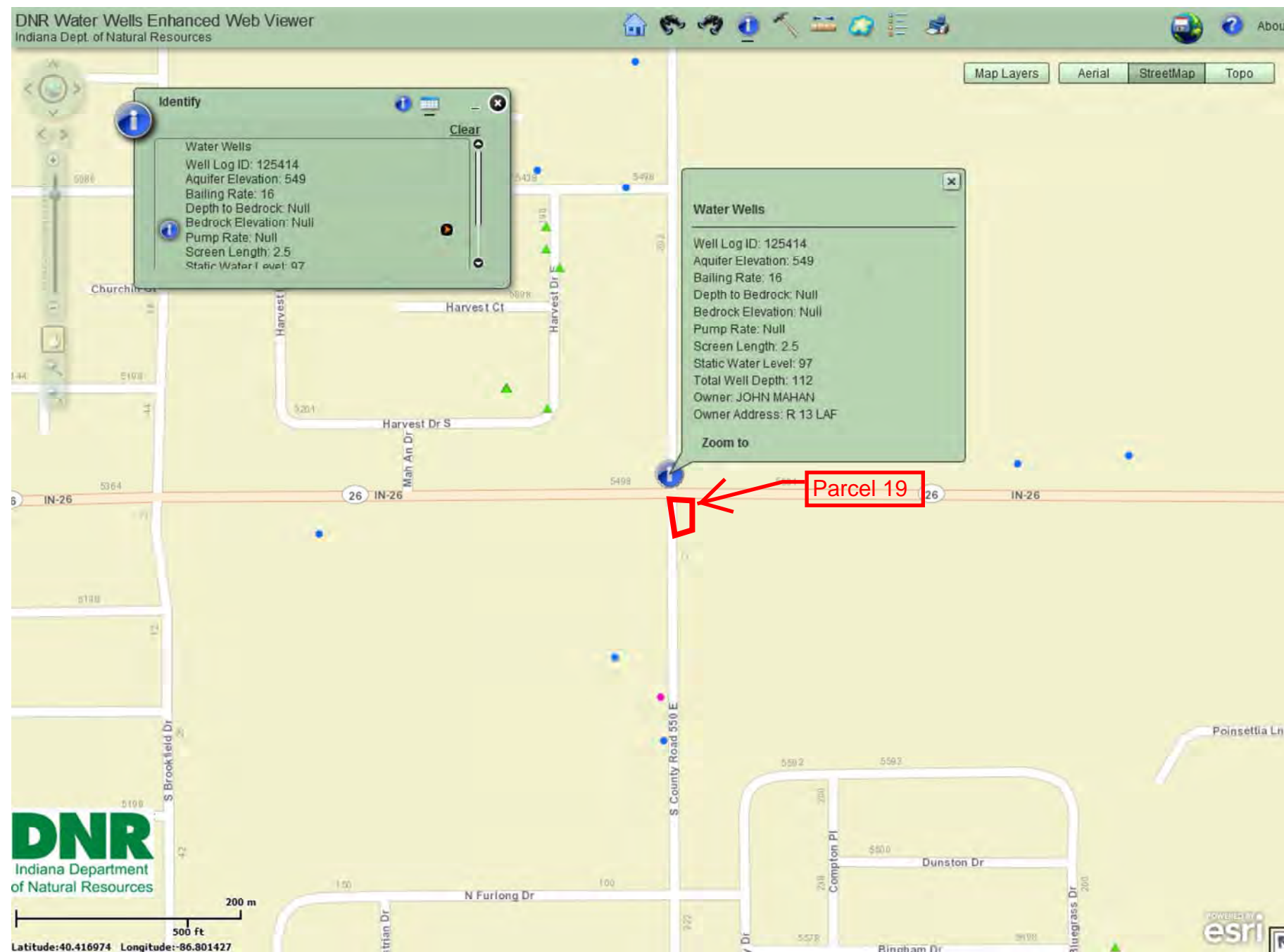
Wetlands

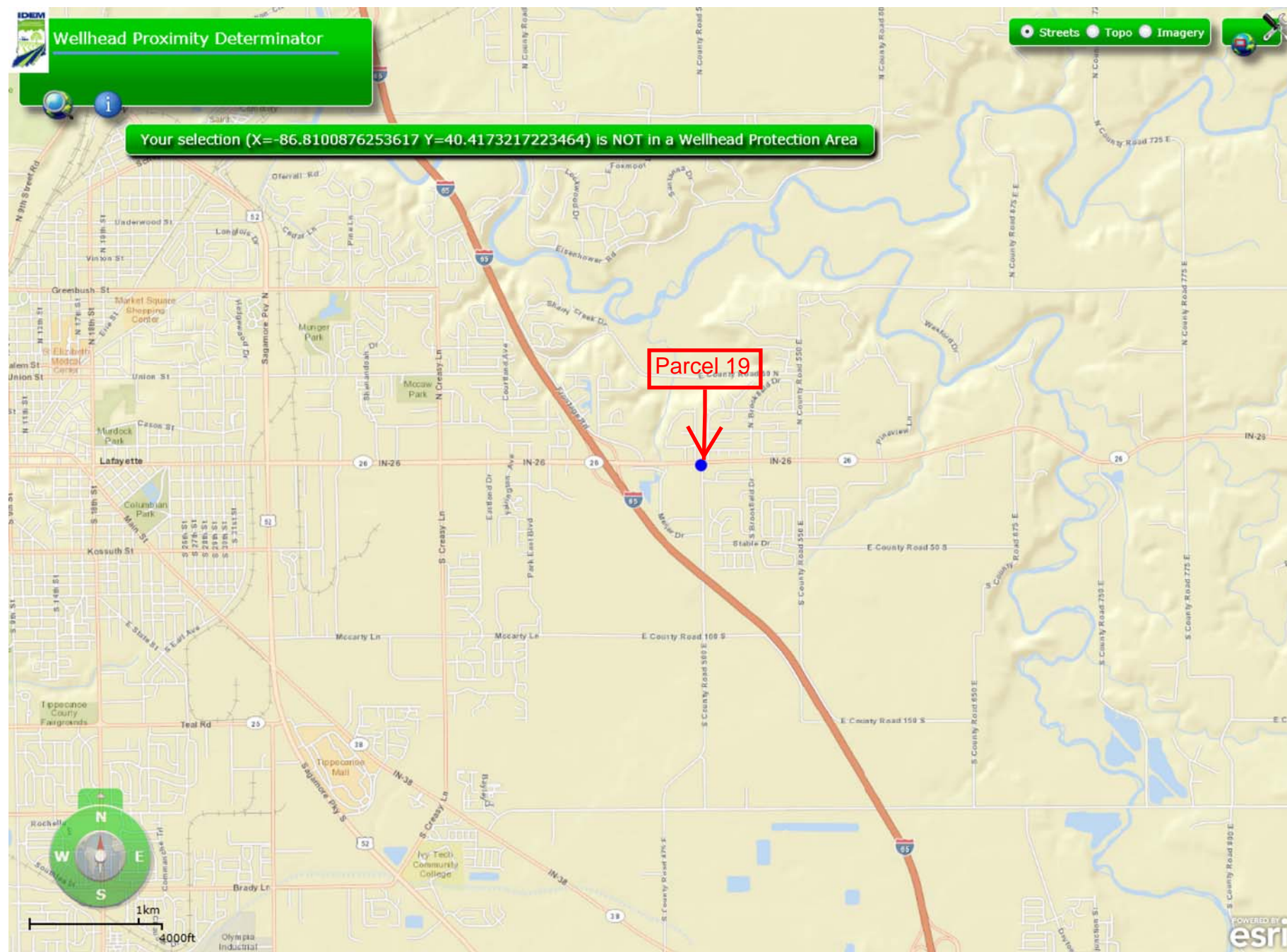
- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:

Wetlands





Appendix E: Parcel Documentation

04003951 02/17/2004 03:39pm
PAMELA K BERGLUND, TIPPECANOE COUNTY RECORDER

Form WL-1
8/98

**WARRANTY DEED
WITH LIMITATION OF ACCESS**

Key Nos 112-03000-0490
I.C. 8-23-7-31

Project: NH-L540(003)
Code: 3869
Parcel: 19
Page: 1 of 2

THIS INDENTURE WITNESSETH. That Walter F. Fassnacht and Carolyn L. Fassnacht.

the Grantor(s), of Tippecanoe County, State of Indiana Convey(s) and Warrant(s) to the STATE OF INDIANA, the Grantee, for and in consideration of the sum of Eight Hundred and Ninety-Six Thousand --00/00 Dollars (\$ 896,000.00) (of which said sum \$ 895,999.00 represents land and improvements acquired and \$ 1.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Tippecanoe, State of Indiana, and being more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B," both of which exhibits are incorporated herein by reference.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from and across the highway facility known as S.R. 26 and as Project NH-L540(003) to and from the Grantor(s) remaining lands where they abut the Real Estate. This restriction is a covenant running with the land and shall be binding on the Grantor(s) and on all successors in title to the said abutting lands.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

Interests in land acquired by the Indiana
Department of Transportation
Grantee mailing address:
100 North Senate Avenue
Indianapolis, IN 46204-2219
I.C. 8-23-7-31

This Instrument Prepared By

ANNE M. O'CONNOR
ATTORNEY AT LAW
Attorney at Law

TRANSACTION EXEMPT FROM SALES
DISCLOSURE REQUIREMENTS UNDER
IC6-1-1-5-5

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER.

FEB. 17 2004

Paul A. Peltz
AUDITOR OF TIPPECANOE CO.

Project: NH-L540(003)

Code: 3869

Parcel: 19

Page: 2 of 2

IN WITNESS WHEREOF, the said Grantor(s) ha VE executed this instrument this 18TH day of NOVEMBER, 2003.

Walter F Fasnacht
Signature

(Seal)

Carolyn L. Fasnacht
Signature

(Seal)

Walter F. Fasnacht
Printed Name

Carolyn L. Fasnacht
Printed Name

Signature

(Seal)

Signature

(Seal)

Printed Name

Printed Name

STATE OF INDIANA :

SS:

COUNTY OF TIPPECANOE :

Before me, a Notary Public in and for said State and County, personally appeared Walter F. Fasnacht and Carolyn L. Fasnacht

the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be THEIR voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 18TH day of NOVEMBER, 2003.

Terry G. Lotner

TERRY G. LOTNER
Printed Name

My Commission expires 7/06/06

I am a resident of DELAWARE County.

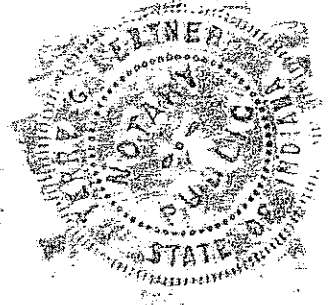


EXHIBIT "A"

Project: NH-L540(003)
Code: 3869
Parcel No. 19 Fee with Limitation of Access
Form: WL-1

Sheet 1 of 4

A part of West Half of the Northwest Quarter of Section 30, Township 23 North, Range 3 West, Tippecanoe County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the northwest corner of said section, said northwest corner being designated as point "25" on said plat; thence North 88 degrees 44 minutes 45 seconds East 85.344 meters (280.00 feet) along the north line of said section to the northeast corner of the 0.098-acre tract described in Instrument Number 92-23945; thence South 0 degrees 25 minutes 59 seconds East 24.894 meters (81.67 feet) along the east line of said 0.098-acre tract and along the prolonged west line and along the west line of Brookfield Farms Subdivision, in the Northwest Quarter of said Section 30, Township 23 North, Range 3 West, the plat of which is recorded in Plat Cabinet "D", slide 186, in the Office of the Recorder of Tippecanoe County, Indiana; thence South 84 degrees 45 minutes 23 seconds West 11.618 meters (38.12 feet) to point "10024" designated on said plat; thence South 7 degrees 34 minutes 05 seconds West 25.647 meters (84.14 feet) to point "10025" designated on said plat; thence South 18 degrees 00 minutes 40 seconds West 28.916 meters (94.87 feet) to point "10133" designated on said plat; thence South 20 degrees 07 minutes 31 seconds West 31.230 meters (102.46 feet) to point "10026" designated on said plat; thence South 23 degrees 49 minutes 14 seconds West 21.893 meters (71.83 feet) to point "10134" designated on said plat; thence South 21 degrees 53 minutes 16 seconds West 18.713 meters (61.39 feet) to point "10027" designated on said plat; thence South 14 degrees 56 minutes 47 seconds West 5.080 meters (16.67 feet) to point "10028" designated on said plat, which point is on the north line of Outlet B in said Brookfield Farms Subdivision; thence South 88 degrees 44 minutes 45 seconds West 32.618 meters (107.02 feet) along said north line and along the south line of the 2.382-acre tract described in Instrument Number 89-02038 to the west line of said section; thence North 0 degrees 25 minutes 59 seconds West 18.184 meters (59.66 feet) along said west line to point "10029" designated on said plat; thence North 21 degrees 38 minutes 51 seconds East 59.219 meters (194.29 feet) to point "10031" designated on said plat; thence North 2 degrees 25 minutes 20 seconds West 45.415 meters (149.00 feet) to point "10018" designated on said plat; thence South 87 degrees 34 minutes 42 seconds West 20.697 meters (67.90 feet) to the west line of said section; thence North 0 degrees 25 minutes 59

EXHIBIT "A"

Project: NH-L540(003)

Sheet 2 of 4

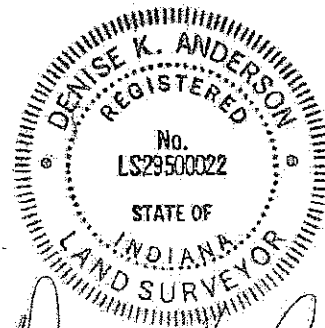
Code: 3869

Parcel No. 19 Fee with Limitation of Access

Form: WL-1

seconds West 19.229 meters (63.09 feet) along said west line to the northeast corner of Section 25, Township 23 North, Range 4 West, said northeast corner being designated as point "27" on said plat; thence North 0 degrees 28 minutes 59 seconds West 12.394 meters (40.66 feet) along the west line of said Section 30 to the point of beginning and containing 0.7555 hectares (1.867 acres), more or less, inclusive of the presently existing right-of-way which contains 0.1841 hectares (0.455 acres), more or less. The portion of the above-described real estate which is not already embraced within the presently existing right-of-way contains 0.5714 hectares (1.412 acres), more or less.

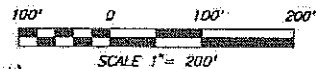
This description was prepared for the Indiana Department of Transportation by Denise K. Anderson, Indiana Registered Land Surveyor, License Number LS29500022 from information furnished by Donald W. Borches, Indiana Registered Land Surveyor, License Number S0462, on this 29th day of SEPTEMBER, 2003.



Denise K. Anderson

R/W PARCEL PLAT

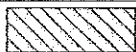
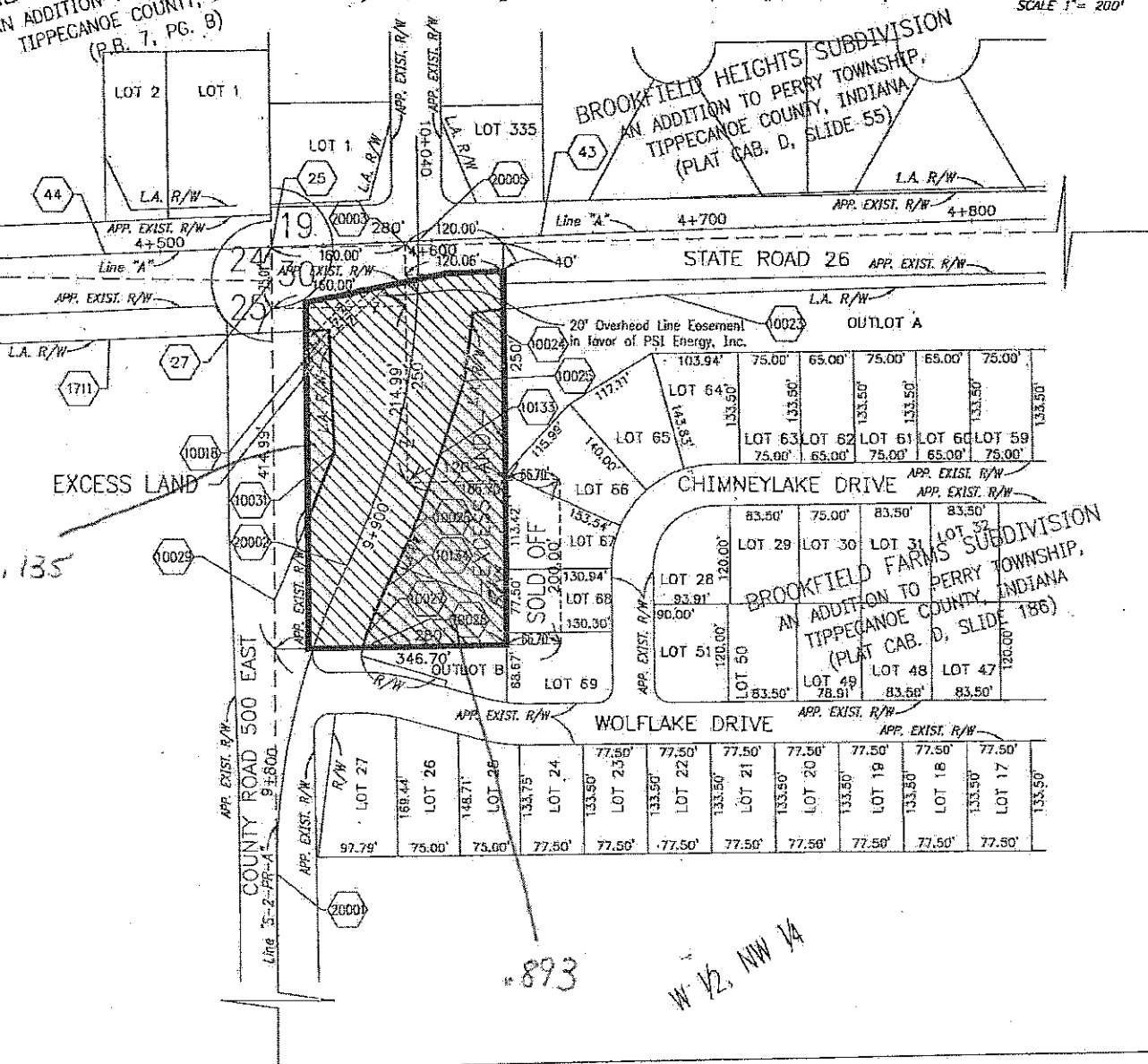
Prepared for The Indiana Department of Transportation
by Beam, Longest & Neff L.L.C. (Job #3840-116)



N

MEADOWBROOK SUBDIVISION
AN ADDITION TO PERRY TOWNSHIP,
TIPPECANOE COUNTY, INDIANA
(P.B. 7, PG. 8)

BROOKFIELD HEIGHTS SUBDIVISION
AN ADDITION TO PERRY TOWNSHIP,
TIPPECANOE COUNTY, INDIANA
(PLAT CAB. D, SLIDE 55)



HATCHED AREA IS THE APPROXIMATE TAKING

NOTE: CENTERLINE STATIONING IS METRIC.

OWNER: FASSNACHT, WALTER ET UX.
PARCEL: 19
CODE: 3869
PROJECT: NH-L540(003)
ROAD: S.R. 26
COUNTY: TIPPECANOE
SECTION: 30
TOWNSHIP: 23 N.
RANGE: 3 W.

DES. NO.: 9134885
DRAWN BY: M.A. WILSON 4-16-03
CHECKED BY: D.K. ANDERSON 5-05-03

DEED RECORD 288, PAGE 76, DATED 5-4-64
INSTRUMENT #89-02038, DATED 2-16-89
INSTRUMENT #89-02039, DATED 2-16-89
INSTRUMENT #92-23945, DATED 11-02-92
PLAT CABINET D, SLIDE 186, DATED 11-09-93

Dimensions shown are from the above listed Record Documents.

EXHIBIT "A"

Project: NH-L540(003)
Code: 3869
Parcel No: 19 Excess Land
Form: WL-1

Sheet 4 of 4

A part of West Half of the Northwest Quarter of Section 30, Township 23 North, Range 3 West, Tippecanoe County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Commencing at the northwest corner of said section, said northwest corner being designated as point "25" on said plat; thence North 88 degrees 44 minutes 45 seconds East 85.344 meters (280.00 feet) along the north line of said section to the northeast corner of the 0.098-acre tract described in Instrument Number 92-23945; thence South 0 degrees 25 minutes 59 seconds East 24.894 meters (81.67 feet) along the east line of said 0.098-acre tract and along the prolonged west line and along the west line of Brookfield Farms Subdivision, in the Northwest Quarter of said Section 30, Township 23 North, Range 3 West, the plat of which is recorded in Plat Cabinet "D", slide 186, in the Office of the Recorder of Tippecanoe County, Indiana to the point of beginning of this description: thence South 0 degrees 25 minutes 59 seconds East 124.458 meters (408.33 feet) along said west line to the northeast corner of Outlot B in said Brookfield Farms Subdivision; thence South 88 degrees 44 minutes 45 seconds West 52.715 meters (172.95 feet) along the north line of said Outlot B to point "10028" designated on said plat; thence North 14 degrees 56 minutes 47 seconds East 5.080 meters (16.67 feet) to point "10027" designated on said plat; thence North 21 degrees 53 minutes 16 seconds East 18.713 meters (61.39 feet) to point "10134" designated on said plat; thence North 23 degrees 49 minutes 14 seconds East 21.893 meters (71.83 feet) to point "10026" designated on said plat; thence North 20 degrees 07 minutes 31 seconds East 31.230 meters (102.46 feet) to point "10133" designated on said plat; thence North 18 degrees 00 minutes 40 seconds East 28.916 meters (94.87 feet) to point "10025" designated on said plat; thence North 7 degrees 34 minutes 05 seconds East 25.647 meters (84.14 feet) to point "10024" designated on said plat; thence North 84 degrees 45 minutes 23 seconds East 11.618 meters (38.12 feet) to the point of beginning and containing 0.3613 hectares (0.893 acres), more or less.

This description was prepared for the Indiana Department of Transportation by Denise K. Anderson, Indiana Registered Land Surveyor, License Number LS29500022 from information furnished by Donald W. Borches, Indiana Registered Land Surveyor, License Number S0462, on this 20th day of SEPTEMBER, 2003.



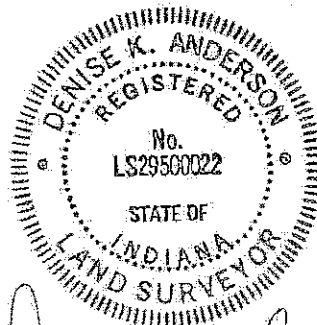
EXHIBIT "A"

Project: NH-L540(003)
Code: 3869
Parcel No. 19 Excess Land
Form: WL-1

Sheet 3 of 4

A part of West Half of the Northwest Quarter of Section 30, Township 23 North, Range 3 West, Tippecanoe County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Commencing at the northwest corner of said section, said northwest corner being designated as point "25" on said plat; thence South 0 degrees 28 minutes 59 seconds East 12.393 meters (40.66 feet) along the west line of said section to the northeast corner of Section 25, Township 23 North, Range 4 West, said northeast corner being designated as point "27" on said plat; thence South 0 degrees 25 minutes 59 seconds East 19.229 meters (63.09 feet) along the west line of said Section 30 to the point of beginning of this description: thence North 87 degrees 34 minutes 42 seconds East 20.697 meters (67.90 feet) to point "10018" designated on said plat; thence South 2 degrees 25 minutes 20 seconds East 45.415 meters (149.00 feet) to point "10031" designated on said plat; thence South 21 degrees 38 minutes 51 seconds West 59.219 meters (194.29 feet) to point "10029" designated on said plat, which point is on the west line of said Section 30; thence North 0 degrees 25 minutes 59 seconds West 99.546 meters (326.59 feet) along said west line to the point of beginning and containing 0.1578 hectares (0.390 acres), more or less, inclusive of the presently existing right-of-way which contains 0.1033 hectares (0.255 acres), more or less. The portion of the above-described real estate which is not already embraced within the presently existing right-of-way contains 0.0545 hectares (0.135 acres), more or less.

This description was prepared for the Indiana Department of Transportation by Denise K. Anderson, Indiana Registered Land Surveyor, License Number LS29500022 from information furnished by Donald W. Borches, Indiana Registered Land Surveyor, License Number S0462, on this 29th, day of SEPTEMBER, 2003.



Denise K. Anderson

EXHIBIT "B" (cont.)

SHEET 2 OF 2

PARCEL COORDINATE CHART (shown in metric)						
Point	Centerline	Station	Offset	Lt./Rt.	Northing	Easting
25,27, 43,44	SEE ROUTE SURVEY, INSTRUMENT # 000019208					
1711	A	4+479.750	32.000	Rt.	5011.1559	5555.8992
10018	A	4+560.660	32.000	Rt.	5014.5748	5636.7372
10023	A	4+685.140	24.000	Rt.	5027.7451	5760.6858
10024	S-2-PR-A	9+980.640	21.000	Rt.	5021.2349	5689.7511
10025	S-2-PR-A	9+956.900	20.500	Rt.	4995.8111	5686.3733
10026	S-2-PR-A	9+900.800	16.500	Rt.	4938.9888	5666.6869
10027	S-2-PR-A	9+860.070	17.000	Rt.	4901.5968	5650.8689
10028	S-2-PR-A	+PL(9+854.652)	17.500	Rt.	4896.6883	5649.5586
10029	S-2-PR-A	9+859.509	19.296	Lt.	4914.1575	5616.8107
10031	S-2-PR-A	9+920.120	20.000	Lt.	4969.2001	5638.6565
10133	S-2-PR-A	9+930.100	17.500	Rt.	4968.3117	5677.4323
10134	S-2-PR-A	9+980.080	16.500	Rt.	4918.9608	5657.8449
20001	S-2-PR-A	+PC(9+762.674)	0.000		4812.5093	5617.5728
20002	S-2-PR-A	+PCC(9+881.226)	0.000		4927.1319	5643.4675
20003	S-2-PR-A	+PT(10+000.000)	0.000		5041.9772	5669.3604
20005	S-2-PR-A	+POT(10+006.004)	0.000		5047.9810	5669.3098

Stations and Offsets are to control over North and East Coordinates

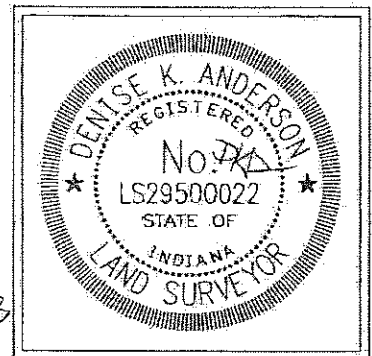
Note: Line "A" is a Control Line.

Line "S-2-PR-A" is a Paper Relocation Line.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the 'Location Control Route Survey Plat' recorded as Instrument #000019208 in the Office of the Recorder of Tippecanoe County, Indiana, incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 (Rule 12).

Denise K. Anderson 9/29/03
 Denise K. Anderson Date
 Registered Land Surveyor No. LS29500022
 State of Indiana



OWNER: FASSNACHT, WALTER ET UX.
 PARCEL: 19
 CODE: 3869
 PROJECT: NH-L540(003)
 ROAD: S.R. 26
 COUNTY: TIPPECANOE
 SECTION: 30
 TOWNSHIP: 23 N.
 RANGE: 3 W.

DES. NO.: 9134885
 DRAWN BY: M.A. WILSON 4-16-03
 CHECKED BY: D.K. ANDERSON 5-05-03

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



PROJECT	DESIGNATION
NH/L540(003)	9134885
CONTRACT	BRIDGE FILE

R/W INDEX	
SHEET NO.	SUBJECT
1	INDEX AND TITLE SHEET
2-8	LOCATION CONTROL ROUTE SURVEY PLAT
9	PLAT NO. 1
10-12	TYPICAL CROSS SECTIONS
13-24	PLAT AND PROFILE
25-48	CONSTRUCTION DETAILS
49	DETAILS - WEST END OUTFALL
50	DETAILS - EAST END OUTFALL
51	PAVEMENT QUANTITIES AND APPROACH TABLE

INDIANA DEPARTMENT OF TRANSPORTATION

CODE: 3869
DES NO. 9134885

RIGHT-OF-WAY PLANS

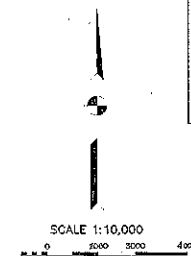
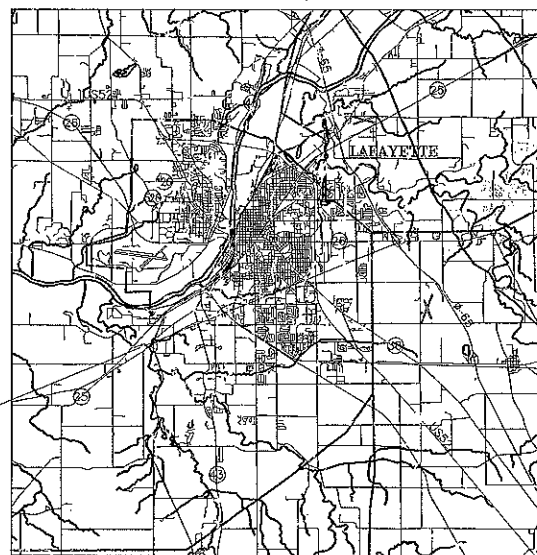
PROJECT NO. NH-L540(003) R/W

Added Travel Lanes on SR 26 from I-65 to 2.8 km east of I-65 in Sections 24 & 25, T-23-N, R-4-W, Fairfield Township and Sections 19, 30, 20, 29, T-23-N, R-3-W, Perry Township, Tippecanoe County.

Revisions	
Date	Sheet No.
11-8-01	1
11-8-01	2
11-8-01	8
11-8-01	10, 11
11-8-01	13, 22, 26, 45
11-8-01	13, 14, 16, 22, 26, 27
11-8-01	13-24, 26-40, 45-48
11-8-01	13-24
11-8-01	17
11-8-01	18, 19, 36-39, 47
11-8-01	19
11-8-01	19
11-8-01	19
11-8-01	22
11-8-01	24
11-8-01	27-29, 34, 35, 38-40, 42
11-8-01	25-40, 45-48
11-8-01	34-35
11-8-01	38
11-8-01	20, 21, 43, 44, 49, 50
11-8-01	47
11-8-01	40
11-8-01	41, 42
11-8-01	51
1-30-02	13-19
5-1-02	21, 43, 50
6-12-02	13, 14, 22, 26, 45
11-7-02	13-19, 22-40, 45-49
12-18-02	17, 35
2-18-03	9, 18, 19, 24, 36-40, 47, 48, 51
2-18-03	20-21, 41-44, 50
2-21-03	19, 39, 51
3-7-03	9, 11A, 12, 15, 23, 30, 45A, 46, 51
3-27-03	23, 45A, 51
6-26-03	23, 45A, 46
8-15-03	9, 12, 15, 23, 30, 45A, 46, 51
8-21-03	13, 14, 25, 26, 27
8-27-03	11, 17, 18, 24, 34, 36, 47

SR 26 from 0.1 km East of Reference Point 3+988 to 0.45 km East of Reference Point 4+094.

Gross Length: 2,275 km
Net Length: 2,200 km
Plan: Long: 1:500 Trans: 1:500 Profile: Horiz: 1:500 Vert: 1:100 Max. Grade: 0.900%



TRAFFIC DATA	
A.A.D.T. (2002)	22,834 V.P.D.
A.A.D.T. (2017)	41,980 V.P.D.
D.V.	1,508 V.P.H.
DIRECTIONAL DISTRIBUTION	50 %
TRUCKS	6 % D.V.
	6 % A.A.D.T.
E.S.A.L.	11,719,819
DESIGN DATA	
DESIGN SPEED	70 K.P.H.
PROJECT DESIGN CRITERIA	4R NON-FREEWAY
FUNCTIONAL CLASSIFICATION	URBAN PRINCIPAL ARTERIAL
RURAL/URBAN	URBAN (SUBURBAN)
TERMINAL	LEVEL
ACCESS CONTROL	NONE



PROJECT LOCATION SHOWN BY

LEGEND

End Project NH-L540(003)
Sta. 6+628.00 Line "A"
Sta. 6+032.500 Line "A"

[INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 1999
TO BE USED WITH THESE PLANS]

REVISIONS	
DATE	SHEET NO.
9-20-01	16 CHANGES IN TEMPORARY R/W PROPERTY FROM 5+240.30 - 5+283.18 RT.
9-24-01	1, 8, 12, 13, 15, 16, 17, 16, 22, 25, 28, 32, 33, 35, 36 ADDITION OF CURVE DATA - LINE "A"
11-8-01	SHOWN ABOVE
1-24-03	ADDED NOTE ON PAR. 47
5-16-03	MULTIPLE REVISIONS TO MULTIPLE PARCELS
10-08-03	MULTIPLE REVISIONS
10-30-03	REV. C.I. DR. @ STA. 5+115 RT. SAs: 17,344.51



FEDERAL HIGHWAY ADMINISTRATION
U.S. DEPT. OF TRANSPORTATION
APPROVED: _____ DATE _____
DIVISION ADMINISTRATOR

APPROVED: _____ DATE 11-17-03
CHIEF, DIVISION OF LAND ACQUISITION
RECOMMENDED FOR APPROVAL: _____ DATE 11-17-03
MANAGER, CIVIL ENGINEERING SECTION



BRIDGE FILE
DESIGNATION
9134885
SHEETS
1 of 1
PROJECT
NH/L540(003)

EXHIBIT D

Hold Harmless Affidavit

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

Comes now the Affiant(s), _____, and swear and affirm to the following:.

- 1) That the above Affiant(s) shall **hold harmless and indemnify** the State of Indiana and its agent Indiana Department of Transportation and accept the property transfer through Quit Claim Deed without any Warrants and receive property As-Is.

SUBSCRIBED AND SWORN TO THIS _____ DAY OF _____, 20__.

Affiant's printed name

Affiant's signature

State of Indiana)
) SS:
County of _____)

Subscribed and sworn to before me a Notary Public this _____ day of _____, 20__.

Notary Public

A Resident of _____ County Indiana
My Commission expires: _____